

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687745714341

अनुबंध तिथि | Generated Date : 16-Dec-2025

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2025/B/6714214](#)

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

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

विक्रेता विवरण   Seller Details
जेम विक्रेता आईडी   GeM Seller ID : कंपनी का नाम   Company Name : संपर्क नंबर   Contact No. : ईमेल आईडी   Email ID : पता   Address : एमएसएमई पंजीकरण संख्या   MSME Registration number : जीएसटीआईएन   GSTIN:
S18J220007039437 PRINTMARK TECHNOLOGIES PRIVATE LIMITED 08130200889 info@printmark.net.in Second Floor Landmark Cyberpark Building, Landmark Cyberpark, Raj Gujjar Road, Sector 67, Gurgaon, HARYANA-122102, - UDYAM-HR-05-0058365 06AANCP0511B1Z0 (R)

खरीदार द्वारा मूल्यांकित एमआईआई स्थिति   MII Status as evaluated by buyer :	Verified
खरीदार द्वारा सत्यापित एमएसएमई स्थिति   MSME Status as verified by buyer :	Verified
एमएसई सामाजिक श्रेणी   MSE Social Category :	General
एमएसई लिंग श्रेणी   MSE Gender :	Female

\*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	उत्पाद का नाम   Product Name : PRINTMARK Powered by Landmark A4 and Legal Monochrome (Black) Laser Computer Printer ब्रांड   Brand : PRINTMARK Powered by Landmark ब्रांड प्रकार   Brand Type : Registered Brand कैटलॉग की स्थिति   Catalogue Status: OEM verified catalogue कैसे बेचा जा रहा है   Selling As : OEM श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : Computer Printer (V2) (Q2) मॉडल   Model: PMS 2031DW एचएसएन कोड   HSN Code: HSN not specified by seller	226	pieces	28,187	NA	6,370,262
कुल ऑर्डर मूल्य   Total Order Value (in INR)						6,370,262

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

					Delivery Start After	Completed By
1	पद   Designation : - ईमेल आईडी   Email ID : sundarammishra.cil@coalindia.in संपर्क   Contact : -7003685188- जीएसटीआईएन   GSTIN : - पता   Address : COAL BHAWAN, PREMISES NO.04,PLOT NO.AF- III, MAR, ACTION AREA 1 A, NEW TOWN, RAJARHAT, KOLKATA, CALCUTTA NORTH DIVISION, WEST BENGAL-700156, India	PRINTMARK Powered by Landmark A4 and Legal Monochrome (Black) Laser Computer Printer	-	226	16-Dec-2025	15-Jan-2026
Product Specification for PRINTMARK Powered by Landmark A4 and Legal Monochrome (Black) Laser Computer Printer						
विनिर्देश   Specification		उप-विनिर्देश   Sub-Spec		मूल्य   Value		
Generic	Description of Stores		Computer Printer with Minimum 1 Year On Site Warranty, including Cartridge and Power Cord/Adaptor			
	Core Function		Print Only			
	Print Technology		Laser			
	Cartridge Technology		Separate Toner and Drum			
	Type of Printing		Monochrome (Black)			
	Paper Size		A4 and Legal			
	RAM Size (in MB)		256			
	Operating System Compatibility		Windows 10 and Above,Linux,Mac OS,Windows Server			
Printing	Minimum Print Speed per Minute as per ISO/IEC 24734 in A4 Size-Monochrome (Black) (in PPM)		31 to 35			
	Minimum Print Speed per Minute as per ISO/IEC 24734 in A4 Size-Colour (in PPM)		Not Applicable			
	Minimum Print Speed per Minute as per ISO/IEC 24734 in A3 Size-Mono (in PPM)		Not Applicable			
	Minimum Print Speed per Minute as per ISO/IEC 24734 in A3 Size-Colour (in PPM)		Not Applicable			
	Auto Duplexing Printing (2-Sided Feature)		Yes			
Paper Handling	Number of Main Paper Trays		1			
	Total Paper Tray Combined Capacity (Number) at 75 GSM		201 to 300			
Connectivity	Connectivity		USB Port,Ethernet Port,Wi-Fi			
	Accessories Provided		USB Cable			
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)		1200			
	Minimum Yield of the Cartridge/Ink/Toner Supplied with Machine as per IS/ISO/IEC: 19798:2017/24712/24711 for Cyan, Yellow and Magenta Colour (Number of Prints)		0			
	Minimum Duty Cycle (Number of Prints/Month)		40,001 to 50,000			
Power	Power Supply		Single Phase AC 220 - 240 V, 50 - 60 Hz			
Environmental	Minimum Operating Temperature (Degree C)		10			
	Maximum Operating Temperature (Degree C)		32			
	Minimum Operating Humidity (%RH)		10			
	Maximum Operating Humidity (%RH)		80			
Dimension	Standard Machine Weight with Single Tray (in Kg)		7.75			
Certification	BIS CRS Compliance		Yes as per IS 13252 (Part 1)			
	Maximum Number of Prints covered under Product warranty (Whichever is earlier)		600000			
	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: 91013552						
खरीदार परिभाषित अतिरिक्त विशिष्टता के लिए   Buyer Defined Additional Specification for PRINTMARK Powered by Landmark A4 and Legal Monochrome (Black) Laser Computer Printer						
विनिर्देश   Specification			मूल्य   Value			
Cartridge Technology			Composite Cartridge, Separate Toner and Drum			
Total Paper Tray Combined Capacity (Number) at 75 GSM			150 or higher			

Warranty

3 years Or Higher

तकनीकी-वाणिज्यिक स्पष्टीकरण | Techno-Commercial Clarification : [Click here to download](#)

शुद्धिपत्र | Corrigendum

मूल्य द्विभाजन एक्सेल फ़ाइल विवरण | Price Bifurcation Excel File details: [Price Break-Up \(To be Uploaded as a PDF strictly as part of Financial Document\)](#)

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:3 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	<ol style="list-style-type: none"> <li>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.</li> <li>The product in GeM marketplace (Direct Purchase &amp; 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.</li> <li>Buyer shall verify the actual number of prints completed by the 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 printer's built-in print counter or an equivalent tracking system as available with OEMs.</li> <li>Buyer may please note that warranty does not cover any consumables i.e. Cartridges/Toner/Ink/Developer and such consumables.</li> </ol>

#### 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	<ol style="list-style-type: none"> <li>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.</li> <li>The product in GeM marketplace (Direct Purchase &amp; L1 purchase) comes with a standard warranty of 1 year only and additional warranty may be opted for via the bidding process.</li> <li>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.</li> <li>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.</li> </ol>
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 [General Terms and Conditions](#), 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 Warranty:

Warranty period of the supplied products shall be 3 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along

with the bid.

### 3.3 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.

### 3.4 Service & Support:

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

### 3.5 Service & Support:

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

### 3.6 Generic

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

### 3.7 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.

### 3.8 Forms of EMD and PBG:

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

Coal India Limited

Account No.

10373629359

IFSC Code

SBIN0009998

Bank Name

STATE BANK OF INDIA

Branch address

CAG, KOLKATA

. 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.

### 3.9 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.

### 3.10 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.

### 3.11 Buyer Added Bid Specific ATC:

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

### 3.12 Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

पुर्जों / उपभोग्य सामग्रियों के लिए प्रस्तावित मूल्य | Price Offered for Spares / Consumables:

[पुर्जों / उपभोग्य सामग्रियों के दस्तावेज़ लिंक के लिए प्रस्तावित मूल्य | Price Offered for Spares / Consumables Document link](#)

Note: Sellers are required to raise invoices online as per the contract terms on GeM portal. Timely invoice submission is mandatory for compliances, smooth payment processing, and will also contribute to improving their ratings.

नोट: यह सिस्टम जनरेट 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.

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SL No.	Item	Quantity	Unit Basic Price (Rs.)	GST (%)	GST Value (Rs.)	Unit Price Inclusive of GST (Rs.)	Total Price / Extended Total Value (Inclusive of GST) (Rs.)	Make (Brand)	Model
1	Computer Printer	226 Nos.	12,525.41	18%	2,254.57	14,779.98	33,40,276.34	PRINTMARK	PMS2031DW
2	Additional OEM Original Cartridge	452 Nos.	4,466.00	18%	803.88	5,269.88	23,81,985.76	PRINTMARK	P2031H0
3	One Service Engineer	36 Months	15,254.24	18%	2,745.76	18,000.00	6,48,000.12		
							63,70,262.21		

- Note
- i) Only the Cells appearing in green needs to be filled and cells appearing in red are locked which shall be auto calculated in the excel format.
- ii.) Unit basic Price (exclusive of GST) should be filled for SL No. 1, 2 & 3 in Cell D3, D4 & D5 Respectively and Applicable GST Rate in %age should be filled for SL No. 1, 2 & 3 in Cell E3, E4 & E5 Respectively.
- iii.) Monthly Basic rate for Service of One Service Engineer to be filled in Cell D3. The monthly rate mentioned should not be less than the minimum wage rate (as applicable / valid during the currency of the contract i.e. the service period), for Highly Skilled Manpower, as notified by the Office of the Labour Commissioner, Govt. of West Bengal
- iv.) The all inclusive Total price offered by the bidder against the present bid for complete requirement i.e.
- 1.) 226 Nos. of Computer Printer (which shall include one OEM Original Cartridge along with the Printer),
  - 2.) 452 Nos. of additional OEM Original Cartridge i.e. 2 additional OEM Original Cartridge per Printer (Other than 1 no. Cartridge per printer as a standard supply) and
  - 3.) Service Charge for One Service Engineer for 36 months should be equal to the price as per the cell H6 above.
- v.) The all inclusive Unit price Inclusive of GST (In Rs.) as quoted in the bid shall be the sum of
- 1.) Unit price Inclusive of GST for 1 No. Computer Printer at Cell G1 above +
  - 2.) Price Inclusive of GST for 2 Nos. Additional OEM Original Cartridge i.e. Price at Cell G2 \* 2 +
  - 3.) Total price for Service of one Service Engineer for 36 months divided by 226 i.e. cell H3/226.
- so that when the above calculated unit all inclusive price is multiplied by 226 quantity as per bid it is equal to the total all inclusive price offered in the bid
- vi.) Make and Model of the offered Computer Printer and Additional OEM Original Cartridge needs to be mentioned at cell I3/J3 and I4/J4 respectively
- vii.) Service charge for Service engineer should be considered as highly skilled manpower charges

**Printmark Technologies Pvt. Ltd.**



**Authorized Signatory**

Name: Ravi Srivastava

Title: General Manager

Ph: 9958199919

Email id: info@printmark.net.in

Regd./ Corporate Office : Landmark Cyberpark Building, Sector 67, Gurgaon 122018, Haryana, India  
Manufacturing Unit : Plot No. 217, 1st & 11nd Floor, Sector 6, IMT Manesar, Gurgaon-122052, Haryana, India  
Email : Contact@printmark.net.in  
Phone : 9871414646, 9818120051 Toll Free No : 1800-3099-639

**Buyer Added Bid Specific Additional**  
**Terms and Conditions**

## **PART I- ADDITIONAL TERMS & CONDITIONS (Technical)**

### **1. Eligibility Criteria**

Wherever authorized Agents are submitting the bid, a Bid specific Manufacturers Authorization Form (MAF) / Certificate mentioning the Bid Ref No. & Date and validity of such authorization along with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

CIL will have the right to verify the Manufacturers Authorization Form (MAF) / Certificate, submitted by the authorized agent with the OEM. The term 'Agent' broadly includes Distributor, Dealer, Channel Partner etc.

2. The Bidder has to submit a Bid-specific Undertaking regarding "Authenticity for Printers supplied" on OEM letter head duly signed by the authorized representative of OEM.

### **3. Provenness Criteria**

The printer offered by the Bidder shall be considered proven, provided minimum one (01) number of quoted model or similar (Defined Below) must have been supplied by the bidder (or Manufacturer in case bidder is not the manufacturer) in India to Mining Industry and / or to the other Industries (Private or Government / Public sector undertaking) and all of them performed satisfactorily for a period defined as under:

#### i.) Supply Order Copy

For the above, a copy of the supply order of the Quoted or Similar Model of the Printer for 01 no. or more quantity, placed on the bidder (or Manufacturer in case bidder is not the manufacturer) is required.

#### ii.) Window Period

The window period shall be five years.

The performance of only those Printers would be considered for assessing provenness which have been installed 1 year prior to the date of opening of tender but not prior to 05 years from the date of opening of tender (window period). If the bidder claims provenness of the quoted model based on similar Printer, acceptance criteria for similar Printer shall be as per sub clause-iv below.

#### iii.) Similar Equipment Criteria

For the present bid item, "Similar Equipment" shall be such equipment, which fulfills the following:

- a. Performs almost identical operations as the quoted model.
- b. Should be equal to or higher than the tendered capacity

Note:- Similar Equipment model of Printer should be from the same manufacturer i.e. the make of the offered printer model that is offered / quoted in the bid and the printer model which can be considered towards fulfillment of provenness criteria as similar equipment, should be same.

#### iv.) Satisfactory Performance

The quoted model must have a minimum of one year of satisfactory performance from the date of Installation.

Satisfactory performance means, the supplied Printer (as Per PO copy submitted) must have performed satisfactorily for a minimum period of 1 year from the date of installation.

In case, the bidder claims provenness of the quoted model based on similar Printer model, the similar Printer should have performed satisfactorily for a minimum period of one year from the date of Installation and Quoted model should have worked for a minimum period of six months from the date of installation within the window period of 5 years.

In case the bidder claims provenness of the quoted model based on similar equipment / Printer model and the similar equipment/ Printer has performed satisfactorily for a minimum period of one year from the date of Installation, but **the quoted model has not worked for a minimum period of six months**, the offer may be accepted subject to following conditions :

- a) The quoted model should have been supplied to the end-user but has not been installed or if installed, has not completed one year of operation after the installation. Documentary evidence for past supply of the quoted model is to be provided along with the offer.  
or  
The quoted model is an upgraded version of the existing model with improved specifications and has not been manufactured and/or supplied earlier. In such case, the basic model should remain the same. Documentary evidence of past supply of the existing model whose upgraded version has been offered, is to be provided along with the offer.
- b) (i) The successful bidder will be allowed to supply the quantity as indicated in Schedule of Requirement.  
(ii) The firm shall be required to furnish additional Performance Bank Guarantee of 100% of the total landed value of equipment/printer for the quantity supplied as per schedule of requirement.
- c) Satisfactory performance of all the equipment / printers for one year from the date of installation is to be certified by the General Manager (System)/ HOD, CIL.

- d) The additional 100% Performance Bank Guarantee shall be returned only after satisfactory performance of all the equipment/printer supplied, for one year from the date of commissioning.
- e) The original 10% PBG for the total contract value will be retained for entire contract period as per PBG clause of NIT / bid document.

**Note:**

In case of unsuccessful performance of the equipment / printer supplied by the firm who qualify as per above clause, the following shall be applicable:

- (i) The 100% Additional Performance Bank Guarantee for the equipment/printer shall be encashed by CIL. Consequent upon the encashment of the 100% Bank Guarantee due to unsuccessful performance, the Supplier shall take back the equipment/printer at no cost to the Purchaser.
- (ii) The original 10% performance bank guarantee shall be returned to the supplier after recovery of penalty for non-achievement of guaranteed availability in respect of equipment / printer supplied.
- (iii) The performance of any individual equipment/printer under this clause shall not be considered for provenness in future tenders/bids of CIL & subsidiaries.

In case, the bidder does not have the end user certificate regarding the performance report and the provenness of the offered product is being ascertained on the basis of supply made in other subsidiaries of CIL or other PSUs / Govt. Departments / Private Organizations, the bidder can also submit a Self-Certificate in the following format, along with Proof of Payment against the Purchase Order(s) / Rate Contract(s) and Installation certificate(s):

*“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 / claims(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 in the subject matter.

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

- 4. The Bidder/OEM should have online call logging facility for Repair and Service Centre Support. Bidders are required to submit details of the same along with the offer.

5. **Additional Toner Cartridge for Mono Laser Printer:** Two Additional Toner cartridge of Full Capacity to be supplied along with the each printer. Yield (number of prints) of each additional toner should be more than or equal to 3000.
6. **Availability Certificate of Toner Cartridge on GeM:** The bidder must provide an availability certificate for the toner cartridge on the OEM's letterhead, confirming its availability on the GeM portal for a period of three years, i.e., until the OEM warranty period. The certificate must include the GeM link as proof that the cartridge for the offered printer model is listed on the GeM portal.
7. **One Service Engineer** who is trained for offered service to be deployed at CIL HQ for all the working days during Office Hours from 9.30am to 5.30pm to keep log and records of the complains of the users and for carrying out smooth day to day maintenance support and schedule Preventive Maintenance of all the mono laser printers. The service personnel should be available to attend breakdown even beyond office hours depending on exigencies.
8. Engineer may need to stay at site beyond working hours (9.30am to 5.30pm) depending upon the requirement and if required may need to visit the site even on holidays also.
9. The **bidder** should have valid **ISO: 9000 or above certification**. Scanned Copy (PDF) must be uploaded along with the offer
10. **OEM** should have valid **ISO: 9000 or above and ISO: 14000 or above certification**. Scanned Copy (PDF) must be uploaded along with the offer.
11. **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.

#### 12. **Availability of Service Centers:**

Bidder / OEM must have own Functional Service Centre in at in-and-around Kolkata. If service center is not already there at the time of bidding, successful bidder shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having own Functional Service Centre.

Document mentioning complete details of Service centers is to be uploaded along with the offer.

#### 13. **Comprehensive Warranty Clause**

- a. The supplied items shall be under comprehensive on-site warranty for a period of 3 years for mono printers from the date of successful installation and commissioning. **A confirmation letter from OEM for 3 years warranty**

**support, bearing the Mono Laser Printer Serial no is to be submitted by the Successful Bidder at the time of Delivery.**

- b. Replacement under warranty clause shall be made by the Seller free of all charges at site including freight insurance and other incidental charges. During the warranty period the Seller shall remain responsible to arrange replacement in next 3 Business days (NBD).
- c. Onsite Comprehensive Warranty services for 3 years for Mono Laser Printers would be provided by the seller at the consignee end in back to back support with the OEM.
- d. Comprehensive Warranty shall include supplies of spares, services and software for maintaining availability of more than 95%.
- e. Scope of installation will include installation of Mono Laser printers in network accessed by number of users, IP address configuration, etc.
- f. Details of Authorized Service Centres such as Complete Address, Name of the Contact Person(s) with Phone Numbers, from where the Bidder will provide onsite comprehensive warranty services for the machines installed at CIL HQ, is to be furnished by the bidders in their letter head.
- g. Breakdown should be attended within twenty four hours from the receipt of information at the local office of the Supplier.

#### **14. Penalty Clause:**

Timely Servicing / rectification of defects during warranty period:

The bidder should maintain at least 5% stock of spare parts/components (Pickup Roller, Teflon, Pressure Roller, Power Card, Paper Roller etc.) at his local office for immediate rectification and repair of the system. A list of all spare parts with detail are to be provided by the successful bidder at the time of Delivery. In this respect, store inspection will be done every month and if stock of any item is found to be less than 5% then following will be the amount deducted.

#### **Penalty amount**

<b>Penalty Description</b>	<b>Penalty per day of any one item (Rs) &lt;3%</b>	<b>Penalty per day of any one item (Rs) 3%&lt;= Stock of any one Item &lt;5%</b>
5% stock of spare parts to be maintained	Rs 1000	Rs 500

Penalty Description	Action/Penalty (Rs)
5 numbers of Mono Laser printers of equivalent or higher configuration are to be kept at Coal India Kolkata Office.	Immediate replacement to be done If any mono printer is not rectified within 24 hours (other than Sunday and CIL Holidays).
Notification of the defects / service requirement during warranty period are given to supplier.	Seller has to complete the required Service / Rectification within 24 hours (other than Sunday and CIL Holidays).
If the Seller fails to complete service / rectification/replacement within defined 24 hours (other than Sunday & CIL Holidays).	a. Penalty of 0.5% of Unit Price of the product per day will be charged after 24 hours (from next working day other than Sunday and CIL Holidays) to 7th day. b. A replacement shall be provided but the original shall be returned at the earliest within one week, duly rectifying the fault. Such replacement shall be of equivalent or higher configuration.
In case the repair time of one week not being met due to reasons other than unavailability of spares.	The penalty shall be 0.5% of Unit Price per day will be charged from 8th day.
In case the repair time of one week not being met due to reasons of unavailability of spares.	The penalty shall be 2% of Unit Price per day will be charged from 8th day.

Seller can deposit the penalty with the buyer within 30 days directly else the buyer shall have a right to recover all such penalty amount from the Performance Security (PBG) during warranty period. Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service /rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to reimburse the cost of such service / rectification to the Buyer. The penalty will be calculated every quarter and will be encashed from PBG.

## 15. Inspection and Test

### Final Inspection at Consignee's Site

The final inspection of the Equipments / items will be carried out at destination. General Manager / HoD of System Department of CIL or his 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 conform 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. ~~However, Manufacturer's standard test certificates indicating conformation to the specifications of the order should be submitted in advance.~~

## **PART II- ADDITIONAL TERMS & CONDITIONS (Commercial)**

### **1. Guidelines for Considering Tenders from Authorized Agents of Manufacturers**

The term 'Agent' broadly includes Distributor, Dealer, Channel Partner etc. The consideration of tenders from authorized agents of Indian manufacturers will be governed by the following guidelines:

- a). The bidder / authorized Agent has to submit a **Bid specific authorization** issued by the manufacturer mentioning Bid reference number and date and validity of such authorization.
- b). The bidder / authorized Agent has to submit an undertaking from both the manufacturer and the tendering firm (self) as specified below:**

#### **Manufacturer**

- (i) that, as a matter of its corporate policy, it does not directly quote/ market their products directly to any organization in India (except in situations like supplies to OEM /OES/ OPM, supplies of spares and consumables bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical/ logistics constraints), and if, subsequently, at any stage, it is found that it has quoted directly to any organization (except in situations like supplies to OEM /OES/ OPM, supplies of spares and consumables bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical/ logistics constraints), it shall be liable for penal action as per provisions of the NIT and the Purchase Manual.

Further, if at any stage, it is found that agency commission has been paid by the manufacturer/ principal without declaring the agent, the commission will be recovered with interest.

- (ii) that it will accept the responsibility for the satisfactory execution of orders placed on the authorized agents including warranty/ guarantee obligations.
- (iii) that, wherever necessary, it will provide requisite inspection and testing facilities at its works in respect of orders placed on authorized agent.
- (iv) the authorized agent's price will not exceed that which the manufacturer would have quoted.
- (v) Letter submitted by the Agents for inspection of goods would be accompanied by a certificate from the manufacturer that the goods offered for inspection as indicated in the letter have been manufactured by them.

#### **Authorized agents**

- (i) that he will be responsible for all the contractual obligations including quality aspects, replacement of part/items and warranty/ guarantee obligations, and
- (ii) that he will be responsible for providing the required after sale service.
- (iii) The authorized Agent is to upload scanned copies of details in respect of its organization along with the copies of documents like certificate of incorporation / registration etc. along with the offer.
- (iv) The authorized Agent should be in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent. Supporting document for proof of existence needs to be submitted.

## **2. Performance Security to be treated as Security Deposit**

2.1 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.

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

~~2.3 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.~~

2.4 The SDBG shall remain valid up to 60 Days after the supply and installation of all the Equipment i.e. Printers covered in the contract.

2.5 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 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 on part of the supplier and PBG.

However, in case of contracts for equipment and all those items/ goods involving installation and commissioning (installation & commissioning in supplier's scope), where there is a delay in commissioning due to reasons not attributable to the supplier (e.g. Non-availability of Site by the purchaser), the SD shall be released after receipt of PBG.

2.6 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.

2.7 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 i.e. within 30 days from date of Notification of Award / placement of Order, the submission of Security Deposit may be waived, as the purpose of submission of SD is fulfilled.

**2.8 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 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 5% of the contract value.**

**2.9 In cases where the supplier does not submit the Security Deposit (SD) in time, the SD amount will 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.**

2.10 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.

**3. 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.
- i. The bidder shall submit the copy of SFMS Message as sent by the issuing Bank branch along with original Bank guarantee.

#### **4. Earnest Money Deposit (EMD)**

Bidders are required to furnish EMD along with their bids in the manner as provided in the bid document. Amount of EMD is 2% of the estimated value of the goods to be purchased (rounded off to the nearest thousands of Rupees).

EMD is to be submitted in the form of Banker's Cheque or Bank Guarantee from any of the RBI Scheduled Commercial banks or payment online (RTGS / NEFT/ IMPS / other digital modes ) in an acceptable form.

BG submitted towards EMD should be valid for a period of 45 (forty-five) days beyond the final bid validity period.

Offers of the firms submitted without EMD (for non-exempted bidders) as demanded are summarily to be rejected.

The EMD shall be forfeited if:

- 1) The tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his tender.
- 2) The tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:

a). ~~Fails to sign the contract within 30 days from the date of notification of award; or~~

~~Fails to submit order acceptance within 30 days from the date of order;~~

~~or~~

Refuses to accept/execute the contract

b). Fails to furnish the Security Deposit for the due performance of the contract within the Original stipulated Delivery period / extended delivery period, as the case may be.

**Note: - Corporate Guarantee or Indemnity Bond shall not be accepted for Bid Security (EMD) or SD or PBG ~~or in lieu of any other Bank Guarantee (e.g., for advance payment/warranty obligations).~~**

## 5. 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. "7037" 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
Branch	Rasoi Court
IFSC Code	ICIC0000006
Account No.	000651000038
Customer ID	066312

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

## 6. Price Break-Up

- a. Bidder is required to submit price breakup (in pdf i.e. Excel format needs to be duly filled and a pdf copy is to be created for uploading) as per the format given under 'Excel Upload Required' Tab.
- b. **Financial Document Required** – Yes (upload pdf file of the Price Break-up as a part of the financial document as per format given under Excel upload required as Yes section).

**Pdf copy of the Price Break-up is to be submitted / uploaded strictly under 'Price bid' only (as a part of the financial document) and not under the 'Technical bid'.**

- c. If the price break-up is submitted by a bidder under the 'Technical bid' i.e. if the same is available for access prior to opening of 'Financial/Price bid', the offer will be rejected and shall not be considered for further scrutiny.
- d. Price Break-up format is reproduced, for reference, as under:

Cell	A	B	C	D	E	F	G	H	I	J
1	<b>PRICE BREAK-UP</b>									
2	<b>SL No</b>	<b>Item</b>	<b>Quantity</b>	<b>Unit Basic Price (Rs.)</b>	<b>GST (%)</b>	<b>GST Value (Rs.)</b>	<b>Unit Price Inclusive of GST (Rs.)</b>	<b>Total Price / Extended Total Value (Inclusive of GST) (Rs.)</b>	<b>Make (Brand)</b>	<b>Model</b>
3	1	Computer Printer	226 Nos.			-	-	-		
4	2	Additional OEM Original Cartridge	452 Nos.			-	-	-		
5	3	One Service Engineer	36 Months			-	-	-		
6								-		

**Note:-**

i.) Only the Cells appearing in green needs to be filled and cells appearing in red are locked which shall be auto calculated in the excel format.

ii.) Unit basic Price (exclusive of GST) should be filled for SL No. 1, 2 & 3 in Cell D3, D4 & D5 Respectively and Applicable GST Rate in %age should be filled for SL No. 1, 2 & 3 in Cell E3, E4 & E5 Respectively.

iii.) Monthly Basic rate for Service of One Service Engineer to be filled in Cell D3. The monthly rate mentioned should not be less than the minimum wage rate (as applicable / valid during the currency of the contract i.e. the service period), for Highly Skilled Manpower, as notified by the Office of the Labour Commissioner, Govt. of West Bengal.

iv.) The all-inclusive Total price offered by the bidder against the present bid for complete requirement i.e.

- 1.) 226 Nos. of Computer Printer (which shall include one OEM Original Cartridge along with the Printer),
- 2.) 452 Nos. of additional OEM Original Cartridge i.e. 2 additional OEM Original Cartridge per Printer (Other than 1 no. Cartridge per printer as a standard supply) and
3. Service Charge for One Service Engineer for 36 months

Should be equal to the price as per the cell H6 above.

v.) The all-inclusive **Unit price Inclusive of GST** (In Rs.) as quoted in the bid while submitting price, shall be the sum of

- 1.) Unit price Inclusive of GST for 1 No. Computer Printer at Cell G1 above plus (+)
- 2.) Price Inclusive of GST for 2 Nos. Additional OEM Original Cartridge i.e. Price at Cell G2 \* 2 plus (+)
- 3.) Total price for Service of one Service Engineer for 36 months divided by 226 i.e. cell H3/226.  
so that when the above calculated unit all-inclusive price is multiplied by 226 quantity as per bid schedule, it is equal to the total all-inclusive price offered in the bid

vi.) Make and Model of the offered Computer Printer and Additional OEM Original Cartridge needs to be mentioned at cell I3/J3 and I4/J4 respectively.

vii.) Service charge for Service engineer should be considered as highly skilled manpower charges.

## **7. Payment Terms and Condition**

- a. Payment for the goods supplied (i.e. SL No. 1 & 2 of the price break-up sheet) will be made by CIL within 21 days after receipt and acceptance of the goods at the consignee's end or submission of bills by the supplier along with all requisite documents as per provisions of Purchase order, whichever is later.
- b. Payment for the services rendered (i.e. SL No. 3 of the price break-up sheet) will be made on monthly basis (if the services are satisfactory) on submission of bill along with performance report on completion of month.
- c. Sellers shall raise complete invoice for goods supplied (i.e. SL No. 1 & 2 of the price break-up sheet) along with Services part pertaining to the cost for services of one (01) Service Engineer for 36 months (i.e. SL No. 3 of the price break-up sheet) i.e. invoice for complete contract value is to be raised at GeM.

However, Payment shall be made for goods supplied (i.e. SL No. 1 & 2 of the price break-up sheet) and Payment for SL No. 3 will be shown as deduction initially while processing the payment through GeM.

Payment for SL No. 3 shall be handled offline and monthly bill is to be submitted offline for processing of payment for 36 months for services rendered (i.e. SL No. 3 of the price break-up sheet).

- d. Documents required for Payment (For Services): The Supplier's request(s) for payment made to the Purchaser in writing accompanied by an invoice in triplicate for the services performed to be submitted to paying authority through GM (System) or his representative. The payment will be done subject to the User Acceptance.

## **8. Provisions of CIL's Purchase Manual**

The provisions of CIL's Purchase Manual (CIL Purchase Manual 2020 – Second Edition 2025 –Updated Till 30.06.2025) and its subsequent amendments (Available on CIL's website, [www.coalindia.in](http://www.coalindia.in)) prevailing on the date of opening of tender shall also be applicable, if not specified otherwise in this Bid document / Contract.

## **9. Insurance**

The supplies shall be on FOR destination basis at respective stores of subsidiary companies of CIL / CIL HQ and therefore transit insurance, if any, shall be arranged by supplier.

## **10. Prices**

Prices stated in the contract shall be FOR Destination and shall remain firm and fixed throughout the period of the Contract.

## **11.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.

**The above Lowest Price Certificate is to be submitted by the bidder on their Letterhead.**

## **12.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 normal replacement;
- iii) Sale of goods such as drugs, which have expiry date;
- iv) Sale of goods or services at lower price
  - a) 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
  - b) 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 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) 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) 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) 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) as under:-  
“I/We certify that there has been no reduction in the sale price of the offered / supplied goods under this contract or similar item(s) and such goods have not been offered / sold by me/us 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, as the case may be, during the currency of the contract at a price lower than the price charged under the contract.”***
- e. *The provisions of 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.*
- The undertaking by the bidder for acceptance of Price Fall Clause shall be made part of GEM Offer.

**Along with the relevant latest PO Copy or Self-Certificate as per the above Price Fall Clause, the bidders are also required to submit specific acceptance of the Price Fall Clause on their Letterhead and they are required to submit self-certificate as per aforementioned point d along with their Bill after supply.**

### **13. Banned or Delisted or Debarred or ‘Put on Holiday’ Suppliers**

The bidder as well as the manufacturer (if bidder is not the manufacturer) should submit a declaration that they have not been banned or de-listed or debarred or ‘Put on Holiday’ by any Government or quasi-Government agencies or PSUs.

If a bidder and/or manufacturer has been banned or delisted or debarred or ‘Put on Holiday’ by any Government or quasi Government agencies or PSU, this fact

must be clearly stated and it may not necessarily be a cause for disqualifying them. If this declaration is not given, the bid will be rejected as non-responsive.

In this respect, the bidder/manufacturer shall upload the declaration regarding Banned or Delisted or Debarred or 'Put on Holiday' in the format (Annexure – III).

#### **14.Certificate towards Local Content**

Bidder/Manufacturer should submit a certificate towards local content issued by the manufacturer / OEM in the format as per Annexure IV along with the offer.

#### **15.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.

#### **16.Grievance and Its Redressal**

- (i) Any supplier, contractor, or consultant that claims to have suffered or is likely to suffer loss or injury as a result of a decision/ action/ omission of CIL or its Subsidiary, may make an application for its review within a period of Five (5) days from its date, to the Tender Inviting Authority (TIA) / Buyer, specifying the ground(s) and the relevant clauses of the tender document. Unsuccessful Bidders may seek de-briefing regarding the rejection of their bid, in writing or electronically, within Five (5) days of the declaration of techno-commercial or financial evaluation results.
- (ii) Only a directly affected bidder can represent in this regard:
  - a) Only a bidder who has participated in the concerned procurement process, i.e., pre-qualification, bidder registration or bidding, as the case may be, can make such representation.

- b) ~~In case the pre-qualification bid has been evaluated before the bidding of Technical/ financial bids, an application for review in relation to the technical/ financial bid may be filed only by a bidder who has qualified in the pre-qualification bid.~~
  - c) In case the technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.
  - d) The following decisions of CIL / ~~Subsidiaries~~ in accordance with the provision of internal guidelines shall not be subject to review:
    - i) Determination of the need for procurement;
    - ii) Selection of the mode of procurement or tendering system;
    - iii) Choice of selection procedure;
    - iv) Complaints against specifications except under the premise that they are either vague or too specific to limit competition may be permissible.
    - v) Provisions limiting the participation of bidders in the procurement process in terms of government policies.
    - vi) Provisions regarding purchase preferences to specific categories of bidders in terms of policies of the Government
    - vii) The decision to enter into negotiations with the L1 bidder;
    - viii) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
    - ix) Issues related to ambiguity in contract terms shall not be taken up after a contract has been signed; all such issues should be highlighted before the vendor / contractor consummates the contract
- (iii) This grievance redressal is beside the avenue of complaints to the vigilance department of the procuring organisation:

## ANNEXURE-I

### Performance Bank Guarantee Format

..... (Name & address of the concerned subsidiary  
..... Company / Purchaser Company)

**Re: Bank Guarantee in respect of Agreement / Contract vide no. .... dated  
..... between  
Coal India Ltd. on behalf of ..... (Name of concerned subsidiary Company) and  
..... (Name of Supplier Company) {applicable for CIL  
Contracts}**

**OR**

**Re: Bank Guarantee in respect of Agreement / Contract / Purchase Order vide no.  
..... dat  
ed  
..... between ..... (Name of Purchaser Company) and ..... (Name of Supplier  
Company) {applicable for subsidiary contracts/Purchase Orders}**

Messers .....a Company / Firm having its office at No ..... (hereinafter called  
'the Contractor') has entered into the Agreement / Contract / Purchase Order vide no .....  
dated ..... (hereinafter called 'the said Agreement') with Coal India Limited,  
Kolkata on behalf of ..... / Purchaser Company (Name of the concerned  
subsidiary Company) (hereinafter called 'the Company') to supply ..... stores/  
materials amounting to Rs. .... on the terms and  
conditions contained in the said Agreement.

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 Contractor 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 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.

We, the Bank, further agree that the guarantee shall come into force from the date hereof and  
shall remain in full force and effect till the period that will be taken for the performance of the

said Agreement which is likely to be the ..... day of..... but if the period of Agreement is extended either pursuant to the provisions in the said Agreement or by mutual agreement between the Contractor and the Company, the Bank shall renew the period of the guarantee failing which it shall pay to the Company the said sum of Rs....., or such lesser amount out of the said sum of Rs.....as maybe due to the Company and as the Company may demand. This guarantee shall remain in force until the dues of the Company in respect of the said sum of Rs... are fully satisfied and the Company certifies that the Agreement has been fully carried out by the contractor and discharges the guarantee.

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 any 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 beyond the period specified above, the Bank shall pay to the Company the said sum of Rs... or such lesser sum as may then be due to the Company and 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 against 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 signed it on behalf of the Bank has authority to do so.

Controlling Officer of the Bank:-

Name –

Address –

Telephone No. –

Branch of the Bank issuing BG -

Dated this.....day of .....20.....

Place.....

Signature of the authorized person(s)  
For and on behalf of the Bank.

## Annexure – II

### No Claim Certificate (On company letterhead)

To,

(Contract Executing Officer)

Procuring Entity \_\_\_\_\_

### **NO CLAIM CERTIFICATE**

Sub: Contract Agreement no. ----- dated -----for 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 \_\_\_\_\_ (CIL or Subsidiary). 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: \_\_\_\_\_

**Annexure – III**

**Banned or Delisted or Debarred or 'Put on Holiday' Certificate  
(On company letterhead)**

**Declaration regarding Banned or Delisted or Debarred or 'Put on Holiday'**

Bid Reference No.....Dt.....

for supply of .....

This is to certify that

A.) We have not been banned / de-listed / debarred / put on holiday by any Government or quasi-Government agency or PSU.”

B.) we have been banned

C.) we have been de-listed

D.) we have been debarred

E.) we have been 'Put on Holiday'

(mention any one of the above out of A,B, C, D & E and strikeout whichever is not applicable. For B, C, D & E also mention the following)

We have been banned / de-listed / debarred / put on holiday by following government/quasi-Government agencies/PSUs:

Name of the Organization	Period of banning (Start date and end date)

We further undertake that if at a later stage it is found that the above provided information is found to be false/misleading/incomplete our offer may be treated as unresponsive and suitable penal action as per provisions of GeM Incident management policy may be taken against us.

Date

Signature of Bidder

Seal of the Firm

## Annexure – IV

Local Content Certificate  
(On company letterhead)

### **CERTIFICATE TOWARDS LOCAL CONTENT FROM OEM**

We do hereby certify that the item/s offered against the tender are manufactured at our factory situated at .....  
& that the items offered have a local content of .....% of the total value as prescribed by the competent Ministries/Departments in pursuance to the Public Procurement (Preference to Make in India) Order.

The items offered meets minimum local content criteria for Class- ..... Local Supplier in pursuance to the Public Procurement (Preference to Make in India) Order.

#### **Address of Location/Factory where local value is added**

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Authorized Signatory of OEM

Date:

Seal of the firm

I/We \_\_\_\_\_ (Name of the auditor) \_\_\_\_\_ are statutory/cost auditor of \_\_\_\_\_ (Name of the OEM) \_\_\_\_\_ and are authorized to submit the above certification as per MII Policy.

Signature & Stamp of statutory auditor or cost auditor of the firm

UDIN No. \_\_\_\_\_

#### **NOTE:**

If tender value is Rs. 10.00 Crores and above the above certificate needs to be issued through statutory auditor or cost auditor if the OEM is a company and from a practicing Cost Accountant or practicing Chartered Accountant for OEMs other than company.

### **Documents to be submitted by the Bidders**

<b>SL No.</b>	<b>Bid Clause</b>	<b>Document to be Submitted</b>
1	<b>Eligibility Criteria :-</b>  <b>Point No. 1</b> Under Part I-Additional Terms & Conditions (Technical)	Bid specific Manufacturers Authorization Form (MAF) / Certificate mentioning the Bid Ref No. & Date and validity of such authorization along with OEM details such as name, designation, address, e-mail Id and Phone No. is to be submitted in case authorized Agents are submitting the bid.
2	<b>Point No. 2</b> Under Part I-Additional Terms & Conditions (Technical)	Bid-specific Undertaking regarding "Authenticity for Printers supplied" on OEM letter head duly signed by the authorized representative of OEM.
3	<b>Provenness Criteria :-</b>  <b>Point No. 3</b> Under Part I-Additional Terms & Conditions (Technical)	1.) Supply order Copy of the Quoted or Similar Model of the Printer for 01 no. or more quantity, placed on the <b>bidder</b> (or <b>Manufacturer</b> in case bidder is not the manufacturer).  And  2.) End user certificate regarding the performance report against the PO copy Submitted. OR a Self-Certificate in the format (as mentioned in the clause), along with Proof of Payment against the PO and Installation certificate.
4	<b>Availability Certificate of Toner Cartridge on GeM:-</b>  <b>Point No. 6</b> Under Part I-Additional Terms & Conditions (Technical)	Availability certificate for the toner cartridge on the OEM's letterhead, confirming its availability on the GeM portal for a period of three years, i.e., until the OEM warranty period. The certificate must include the GeM link as proof that the cartridge for the offered printer model is listed on the GeM portal.
5	<b>Point No. 9</b> Under Part I-Additional Terms & Conditions (Technical)	ISO: 9000 or above certification of the <b>Bidder</b>
6	<b>Point No. 10</b> Under Part I-Additional Terms & Conditions (Technical)	ISO: 9000 or above and ISO: 14000 or above certification of the <b>OEM</b>
7	<b>Data Sheet:-</b>  <b>Point No. 11</b> Under Part I-Additional Terms & Conditions (Technical) & Clause 3 of Buyer Added Bid Specific Terms and Conditions	Data Sheet of the product(s) offered in the bid

8	<b>Availability of Service Centers:-</b> <b>Point No. 12</b> Under Part I-Additional Terms & Conditions (Technical)	Document mentioning complete details of Functional Service centres of the Bidder / OEM in-and-around Kolkata. or If service centre is not already there at the time of bidding, successful bidder shall have to establish one within 30 days of award of contract. Confirmation towards the above is to be submitted by the Bidder.
9	<b>Comprehensive Warranty Clause:-</b> <b>Point No. 13</b> Under Part I-Additional Terms & Conditions (Technical)	A confirmation letter from OEM for 3 years warranty support, bearing the Mono Laser Printer Serial no is to be submitted by the Successful Bidder <b>at the time of Delivery</b> .
10	<b>Manufacturer's Authorization:-</b> <b>Point No. 1A</b> Under Part II-Additional Terms & Conditions (Commercial)	The bidder / authorized Agent has to submit a Bid specific authorization issued by the manufacturer mentioning Bid reference number and date and validity of such authorization.
11	<b>Manufacturer Undertaking:-</b> <b>Point No. 1B</b> Under Part II-Additional Terms & Conditions (Commercial)	The bidder / authorized Agent has to submit an undertaking from the manufacturer as per Clause Point No. 1B.
12	<b>Bidder Undertaking:-</b> <b>Point No. 1B</b> Under Part II-Additional Terms & Conditions (Commercial)	The bidder / authorized Agent has to submit an undertaking from the tendering firm (self) as per Clause Point No. 1B.
13	<b>Security Deposit:-</b> <b>Point No. 2</b> Under Part II-Additional Terms & Conditions (Commercial) & Clause 10 of Buyer Added Bid Specific Terms and Conditions	Security Deposit 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, 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) is to be submitted by the successful bidder which has been awarded the contract, within 15 days from date of placement of order.  And  Copy of SFMS Message as sent by the issuing Bank branch along with original Bank guarantee (In case SD is submitted in the form of BG).

14	<p><b>Performance Bank Guarantee (PBG):-</b></p> <p><b>Over &amp; Above the SD of 5% as mentioned above</b></p> <p><b>Point No. 3</b> Under Part II- Additional Terms &amp; Conditions (Commercial)</p>	<p>The successful tenderer shall be required to furnish a Performance Guarantee equivalent to 10% value of the contract, issued by a RBI scheduled bank in India in the format attached as Annexure-I on a non-judicial stamp paper, valid till 3 months after the completion of warranty period of all the equipment/ items covered in the contract, to cover the warranty/guarantee period.</p> <p>And</p> <p>Copy of SFMS Message as sent by the issuing Bank branch along with original Bank guarantee.</p>
15	<p><b>Earnest Money Deposit (EMD):</b></p> <p><b>Point No. 4</b> Under Part II- Additional Terms &amp; Conditions (Commercial) &amp; Clause 8 of Buyer Added Bid Specific Terms and Conditions</p>	<p>EMD is to be submitted (for non-exempted bidders) in the form of Banker's Cheque or Bank Guarantee (valid for a period of 45 days beyond the final bid validity period) from any of the RBI Scheduled Commercial banks or payment online (RTGS / NEFT/ IMPS / other digital modes ) in an acceptable form.</p> <p>And</p> <p>Copy of SFMS Message as sent by the issuing Bank branch along with original Bank guarantee (In case EMD is submitted in the form of BG).</p>
16	<p><b>Price Break-Up / Financial Document Required:</b></p> <p><b>Point No. 6</b> Under Part II- Additional Terms &amp; Conditions (Commercial)</p>	<p>Upload pdf file of the Price Break-up as a part of the financial document as per format given under Excel upload required as Yes section.</p> <p>Pdf copy of the Price Break-up is to be submitted / uploaded strictly under 'Price bid' only (as a part of the financial document) and not under the 'Technical bid'.</p> <p>If the price break-up is submitted by a bidder under the 'Technical bid' i.e. if the same is available for access prior to opening of 'Financial/Price bid', the offer will be rejected and shall not be considered for further scrutiny.</p>
17	<p><b>Lowest Price Certificate:</b></p>	<p>Submit Lowest Price Certificate of Bidder's Letterhead in the format as per Clause Point No. 11.</p>

	<b>Point No. 11</b> Under Part II-Additional Terms & Conditions (Commercial)	
18	<b>Price Fall Clause:</b>  <b>Point No. 12</b> Under Part II-Additional Terms & Conditions (Commercial)	1.) Submit Latest PO Copy or Self-Certificate as per Clause Point No. 12.  And  2.) Submit specific acceptance of the Price Fall Clause on Letterhead  and  3.) Submit self-certificate as per point d of Clause point no. 12 <b>along with the Bill after supply.</b>
19	<b>Banned or Delisted or Debarred or 'Put on Holiday' Suppliers:</b>  <b>Point No. 13</b> Under Part II-Additional Terms & Conditions (Commercial)	Submit Banned or Delisted or Debarred or 'Put on Holiday' Suppliers Certificate as per Annexure III.
20	<b>Certificate towards Local Content:</b>  <b>Point No. 14</b> Under Part II-Additional Terms & Conditions (Commercial)	Submit Certificate towards Local Content as per Annexure – IV.
21	Clause 12 of Buyer Added Bid Specific Terms and Conditions	Submit Copy of PAN Card, GSTIN, Cancelled Cheque and EFT Mandate duly certified by Bank

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