

## ANNEXURE-1

### Technical Specifications and Special Terms & Conditions

| Schedule | Item  | Unit   | Qty. | Technical specification  |
|----------|---|--------|------|--|
| 1        | 1.5 Meter long, 50 SQMM, Cable Lead with Clamp  | Number | 12   | <ul style="list-style-type: none"><li>➤ Each Cable shall be 1.5 Meter in length</li><li>➤ Conductor material is copper</li><li>➤ Insulation grade is 6.6 kV</li><li>➤ Multi-strand single Core, Flexible Cable</li><li>➤ Size of required items shall be as per specifications mentioned in items.</li><li>➤ Successful bidder shall provide Installation support in Underground site for next 06 months as and when required basis.</li></ul> |
| 2        | 1.5 Meter long, 70 SQMM, Cable Lead with Clamp  | Number | 12   |  |
| 3        | 1.5 Meter long, 95 SQMM, Cable Lead with Clamp  | Number | 12   |  |
| 4        | 1.5 Meter long, 120 SQMM, Cable Lead with Clamp | Number | 12   |  |
| 5        | 1.5 Meter long, 35 SQMM, Cable Lead with Clamp  | Number | 12   |  |
| 6        | 1.5 Meter long, 10 SQMM, Cable Lead with Clamp  | Number | 12   |  |

|                          |   |
|--------------------------|---|
| <b>Application</b>       | These items are required for day to day various electrical jobs and installation/extension/general maintenance or repair in underground coal mine of J.P. Colly. under Jhanjra Area, ECL  |
| <b>Warranty</b>          | “The material should be guaranteed / warranted for a period of <b>06 (six) months</b> from the date of receipt and acceptance of material at consignee’s end against any manufacturing defects/bad workmanship/ premature failure.” |
| <b>Consignee</b>         | Store Officer, Jhanjra Area Store, Post: Laudoha, Distt: Paschim Bardhaman (W.B.), PIN - 713363   |
| <b>Delivery Schedule</b> | Total delivery should be completed within <b>30 days</b> from the date of issue of purchase order. The delivery shall be on free delivery at site and delivery period shall be counted from the date of issue of Purchase Order.    |

- 1. Proven-ness criteria:** The offered item shall be considered proven provided it meets Proven-ness criteria noted below; otherwise the offer shall be liable for rejection. The decision of ECL for considering any firm as proven will be final and binding upon the tenderers. Bidders should upload scanned copies of documents in support of proven-ness criteria. Criteria for the tendered item are given below:

“The offered/tendered items shall be considered proven provided that the tendered item(s) of same or similar / higher specifications/ ratings/ versions, etc. have been supplied during the last 5 years from the date of tender opening, against orders of CIL, and its subsidiaries, other PSUs, Government Departments and Private Organisations”

In a tender, either Principal Manufacturer (OEM) can quote or its authorized Indian Agent can quote but both are not allowed to participate/quote in the same tender.

- 2. Supporting documents:** Photocopy of following documents, should be scanned and uploaded with the offer. Invalid certificates shall not be considered for evaluation purpose –
- a) BIS License, if any
  - b) ISO certification series, if any
  - c) OEM’s/Principal Manufacturer’s Manufacturing Licence/Certificate etc. issued by Govt. authority.

- d) Technical literature/leaflet/drawing/ graphs/characteristic curves etc., if any.
- e) Complete set of Supply Order Copies of tendered item of same / higher specifications/ ratings/ versions, etc. *(P.O. copy shall not be more than 5 years old at the date of opening of bid)*
- f) Letter of Bid *(as per enclosed format, Annexure - 2 in their company letterhead and should be signed by an authorized person of the company)*
- g) Manufacturer's Authorisation Form/Certificate for Indian Agent *(as per enclosed format, Annexure - 3).*
- h) Bidder shall submit Satisfactory Performance Certificate/Report *(as per enclosed format in Annexure - 4) issued from the Technical HoD of the Company (i.e. Area Engineer (E&M)/Area Manager (E&M)/Staff Officer (E&M) in case of Area(s) of different Subsidiaries of CIL, SCCL) against the submitted Purchase Order copy and the submitted Purchase Order Copy shall not be more than 5 years old from the date of bid opening however, this certificate is not compulsory in case of submitted Purchase Orders were issued from MM Deptt, Jhanjra Area.*
- i) Format for Pro-forma For Equipment And Quality Control, if any *(as per enclosed format in Annexure - 5)*

### 3. Relaxing Prior experience and turnover criteria for start-ups and MSEs

As per Policy Circular No.1(2)(1)/2016-MA dated 10.03.2016 of MoMSME, it has been clarified that all Central Ministries/ Departments/ Central Public Sector Undertakings may relax the condition of prior turnover and prior experience with respect to Micro and Small Enterprises in all public procurements subject to meeting of quality and technical specifications, i.e. these MSEs must have the technical capability to deliver the goods and services as per prescribed technical and quality specifications. Further, as per Department of Expenditure, Ministry of Finance OM No. F.20/2/2014/PPD-(Pt) dated 25.07.2016 circulated vide note F. No. 24/2/2013/Fin-1 dated 02.08.2016, relaxation of the condition of prior turnover and prior experience in public procurement has been extended to all Startups (whether MSE or not) subject to meeting of quality and technical specifications in accordance with the relevant provisions [Rule 173(i)(b) of GFR, 2017].

However, if the bidders in their offer have submitted documents to prove the Startup/MSE status for the tendered item without certificate towards quality, assurance and capability from some authority like MSME, NSIC, etc., the TIA, if needed, may assess the techno-commercial capability of the vendors to manufacture and deliver goods as per the prescribed quality and technical specification before awarding contract to them. For this purpose, a **'Proforma for Equipment and Quality Control'** (as per Annexure-5) has to be enclosed in the tender documents and such MSEs/ Startups should be asked to submit the details of plant & machinery, quality control arrangements, etc., in the above proforma along with their bids for verification of their technical capability. After opening of bids, the verification of technical capability may be done by the concerned Technical Department immediately without any undue delay so that it is available for consideration at the time of evaluation/ processing of offers.

It should be ensured that the designated technical authority from whom the technical capability report is being called, is furnished with copy of the enquiry, the details of equipment, quality control, man-power availability, compliance/ deviation statements and any other relevant particulars related to manufacturing/supply of the item as furnished by the firm(s) along with their tender.

If required, a techno-commercial team of the organization may visit the manufacturing unit of the vendor without any undue delay for quick finalization of tenders.

In case there is deficiency in technical capability of the firm, the same is to be communicated to them by TIA for improvement in the quality of their product for future tenders and clearly indicate that their offer cannot be considered for relaxation against the tender in question in order to avoid

any future complications. The issues relating to Technical capability may be decided by the Head of the Technical Department.

If favourable technical capability reports obtained earlier on such firms for supply of the item in question as per the required specification is available, these may be considered for granting relaxation to the criteria of prior experience and prior turnover provided date of such reports are not more than one year from the date of opening of bids.

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

a valid BIS Marking License for the quoted items

or

Rate contract issued by CIL/its Subsidiary Companies for the quoted items

or

a valid DGMS Approval certificate for the quoted items

or

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

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

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

4. The offered specifications should match the tendered specifications failing which the offer shall be liable for rejection. The technical specifications of the offered item must be supported by technical literature/leaflet/drawings/graphs etc. Scanned copy-PDF to be uploaded and original shall have to be submitted, if required. User handbook /operation/maintenance/repair manual to be submitted along with supply of materials.
5. **Inspection:** Inspection of the supplied materials shall be done at our site by committee formed by competent authority, Jhanjra Area, ECL. Product will be accepted only after satisfactory performance of the random sample of each consignment. Performance shall be checked as per the specifications mentioned in the bid, and other conditions mentioned in the bid. Acceptance of the material shall be done on the basis of recommendation of the said committee after checking the performance. In case the performance is not found satisfactory, the firm shall be given a single chance to replace the defective materials within 07 days of intimation. If the replaced materials are not found satisfactory again the material will be returned and the said GeM Contract shall be terminated with the presence or information to the supplier. The supplier will not have any claim of payment for the said supply and the said contract shall be terminated with necessary penal action as deemed fit on basis of failure to supply of materials as per GeM Contract.
6. **EMD:** As mentioned in NIT document.

Bidders can submit the EMD with **Account Payee Demand Draft** in favour of **ECL JHANJRA PROJECT** payable at **JHANJRA** . Bidder has to upload scanned copy / proof of the DD along with bid in GeM and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

Bidder can also submit the EMD in the form of **Payment online through RTGS/internet banking**. On-line payment shall be in Beneficiary name ECL JHANJRA PROJECT Account No. 5843214000003 IFSC Code CNRB0005843 Bank Name CANARA BANK Branch address JHANJHRA AREA ECL P.S. FARIDPUR DIST BARDHAMAN PO JHANJRA WEST BENGAL 713385. Bidder has to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

#### 7. Security Deposit:

- a) Security Deposit has to be submitted for the **5%** value of the total landed value of the contract including all taxes, duties and other costs and charges. 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 and in case of contracts for equipment involving installation and commissioning, 3 months after the supply and commissioning of all the equipment covered in the contract.
- b) In case of failure to deposit the security deposit within 15 (fifteen) days from date of notification of award/ placement of order, another opportunity may be given to you for submission of Security Deposit within next 15 days. If still fails to deposit the security deposit within the extended period but executes the supplies within scheduled delivery period, the submission of Security Deposit may be waived, as the purpose of submission of SD is fulfilled. If fails to deposit the SD within the extended period and no supplies are made, the order shall be cancelled and the case shall be processed to order elsewhere at firms risk and cost. Moreover, the firm's performance is to be kept recorded for future dealings with them. Further, if during execution of the contract, the firm fails to extend the Bank Guarantee for Security Deposit, suitably as required, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by ECL.
- c) In cases, where the successful tenderer did not submit the security deposit even within the extended period for SD submission but has supplied the materials either in full or in part after the extended period for SD submission, the SD may be deducted from the first bill or in case of insufficient amount from subsequent bill(s) of the supplier till the full SD amount is deducted. Further, a penalty equivalent to 0.5% (half percent) of SD amount for delay of each week or part thereof (period of delay is to be calculated from the 31st day from the date of notification of award/placement of order to the date of receipt of full SD/deduction of full SD) shall be levied subject to a maximum of **5%** of the contract value.
- d) Security Deposit will be released within 30 days after completion of supplies and acceptance of material by the consignee in case of supply contractor 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.
- e) In case contract is terminated on basis of defaulter, ECL shall be entitled to take penal action as mentioned in GeM GTC as well as in CIL Purchase Manual 2020 and their subsequent amendments if any.

Security Deposit can be submitted as GeM standard e-PBG OR in any one of the following manner:

- Successful Bidder can submit the Security Deposit in the form of **Account Payee Demand Draft** also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of ECL JHANJRA PROJECT payable at JHANJRA. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy of the original DD to the Buyer within 15 days of award of contract.
- Successful Bidder can submit the Security Deposit 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 ECL JHANJRA PROJECT Account No. 5843214000003 IFSC Code CNRB0005843 Bank Name CANARA BANK Branch address JHANJHRA AREA ECL P.S.

FARIDPUR DIST BARDHAMAN PO JHANJRA WEST BENGAL 713385. 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.

- 8. Transportation:** During transportation of the materials, all the precautionary measures (i.e. temperature, packaging, etc.) should be taken so that the properties of the materials shall remain as per the specifications mentioned in the Bid.
- 9. Provisions of CIL's Purchase Manual:** The provisions of CIL's Purchase Manual 2020 and its subsequent amendments (Available on CIL's website, [www.coalindia.in](http://www.coalindia.in)) shall also be applicable, if not specified otherwise in this Bid document.

**Parties failing to fulfil any condition mentioned above, their respective offer will be liable for rejection without any communication further.**

**Purchase Officer  
Jhanjra Area, ECL**

**Area Engineer (E&M)  
Jhanjra Area, ECL**

LETTER OF BID

To  
**General Manager,**  
Office of the General Manager  
Jhanjra Area, P.O.: Jhanjra (B.O.),  
PIN: 713385 Dist.: Burdwan,  
West Bengal Ph: 0341-2672365,

Dear Sir,

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

1. Having examined the Tender/Bid Document including Addenda/Corrigenda, if any (insert numbers), we, the undersigned,.....Employee/Partner/Legal Attorney/ Proprietor/Accredited Representative of M/s .....(name of the bidder firm) offer to supply tendered item/items vide our offer No. ....dated .....in conformity with the said Tender Document.
2. We confirm to accept all terms and conditions contained in the tender/bid document unconditionally and there is no deviation in the offer.
3. We confirm that the contents of the offer are given after fully understanding the NIT/bid terms.
4. We confirm that all information/ documents / credentials submitted along with our offer are genuine, authentic, true ,valid true and complete in every respect.
5. We confirm that if any information or document submitted is found to be false / incorrect, at any point of time, the said offer shall be considered absolutely null & void and action as deemed fit may be taken against us including termination of the contract, forfeiture of all dues including EMD/ Security Deposit/ Performance Bank Guarantee and Banning of our firm and all partners of the firm as per provisions of BID/CIL Purchase Manual 2020 and their amendments if any.
6. We confirm that the items covered under supply orders enclosed with the offer in support/compliance of the criteria of the bid have been successfully supplied.
7. As per our offer, value of service component is more than 10% of the total estimated value of the complete package of goods and services and we certify that average Annual Financial Turnover of our company (bidder) during the last 3 years, ending 31st March of the previous financial year, was at least 30% of the total estimated value of the tender.
8. We have never been banned or delisted or debarred or “Put on Holiday” by any Govt. or Quasi Govt. Agency or any Public Sector Undertaking.

**OR**

We were banned or delisted or debarred or “Put on Holiday” by the organization named “-----  
-----“for a period of ----- year/s, effective from ----- to -----  
-----

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

**OR**

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

10. We certify that there is no Conflict of Interest with any of the Bidders/Agents as defined in para 10.21 of CIL Purchase manual 2020.
11. We confirm that this Bid and your subsequent Letter of Intent/ Purchase Order shall constitute a binding contract on us.
12. We confirm that we shall be responsible for all the contractual obligations including quality aspects, replacement of part/items and warranty/ guarantee obligations.
13. We confirm that we shall be responsible for providing the required after sale service.
14. "We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and I certify that M/s ..... (name of the bidder)..... is not from such a country and is eligible to be considered".

**OR**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20-

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Note: 1. This letter should be on the letterhead of the bidder.

**Manufacturer's Authorization For Indian Agent**

(in the letterhead of the manufacturer)

Ref : .....

Date : .....

**M/s. EASTERN COALFIELDS LIMITED**

Office of the General Manager Jhanjra Area,

P.O.: Jhanjra (B.O.), PIN: 713385

Dist.: Burdwan, West Bengal Ph: 0341-2672365

Dear Sir

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

1. WHEREAS we, [*name of manufacturer*] who are established and reputable manufacturers of goods having factories at [*address(es) of factory(ies)*] and as a matter of our corporate policy do not supply directly.
2. Do hereby authorize our [*Name & Address of Indian Agent*] to quote against the subject Tender on our behalf.
3. We certify that the business entity of our Indian Agent is in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent.
4. We are not quoting in the tender directly as a matter of ours corporate policy and if, subsequently, at any stage, it is found that we have quoted directly to any organization, we shall be liable for penal action as per provision of CIL Purchase Manual 2020.
5. Also, if at any stage, it is found that agency commission has been paid by us without declaring the agent, the commission will be recovered with interest. Action should also be taken against the principal as per provisions of CIL Purchase Manual 2020.
6. We certify that no agent/ middleman/ liasoning agent or any entity in any name other than the disclosed authorized Indian agent is involved in the process of supply of goods & services and if, subsequently, at any stage, it is found that we have given a false declaration, we shall be liable for penal action as per provisions of CIL Purchase Manual 2020.
7. We stand guarantee for the quoted item by the above authorised agent on our behalf and for fulfilment of all contractual obligations during the entire contract period.
8. In the event of failure on the part of our authorized agent in fulfilment of contractual obligations or change or closure of our authorized agent for any unforeseen reason, we shall take the responsibility to make alternate arrangements to support ECL as well as execute the remaining period of the contract ourselves or through another competent entity fulfilling the eligibility criteria stipulated in the tender document.
9. We confirm that we shall provide requisite inspection and testing facilities at our works in respect of orders placed on authorized agent.
10. We confirm that the authorized agent's price do not exceed the price at which the manufacturer would have quoted.



11. We confirm that letter submitted by the agents for inspection of goods would be accompanied by a certificate from us that the goods offered for inspection as indicated in the letter have been manufactured by us.
12. We also confirm that we have never been banned or delisted by any Government or Quasi-Government Agency or any Public Sector Undertaking in India.

**OR**

We were banned by the organization named “-----” for a period of ----- year(s) effective from ----- to -----for ----- (the reasons to be mentioned) in India.

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

**OR**

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

14. We certify that there is no Conflict of Interest with any of the Bidders/Agents as defined in para 10.21 of CIL Purchase manual 2020.

(Signature)

(Name)

(Designation)

(Seal)

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

**Satisfactory Performance certificate/report against the supplied materials**

Ref. No. :

Dated:

To,

**(.....Supplier Name with Address and mail if any.....)**Sub : Performance Report of materials supplied by (.....Supplier Name.....) vide P.O. No..... dt. ....

Below mentioned materials are supplied by M/s. (.....Supplier Name.....) vide P.O. No..... dt. ....as appended below:

| Sl. No. | P.O. No. | Item Description | Qty. | Remarks                     |
|---------|----------|------------------|------|-----------------------------|
| 1       |          |                  |      | Performance is satisfactory |
|         |          |                  |      |                             |
|         |          |                  |      |                             |

No adverse report is received against above mentioned items during warranty period and performance is also satisfactory for the same.

**(.....Signature of issuing authority with date .....**)

(...Technical HoD of the Company (i.e. Area Engineer (E&M)/Area Manager (E&M)/Staff Officer (E&M)  
in case of Area(s) of different Subsidiaries of CIL, SCCL...)

**(.....Designation of signing authority with company name.....)****Note: Certificate should be issued on the issuing authority company's letterhead only.**

**PROFORMA FOR EQUIPMENT AND QUALITY CONTROL**

Reference: ECL Tender No. \_\_\_\_\_ Date \_\_\_\_\_ for supply of  
\_\_\_\_\_

1. Name and Address of the Firm:
2. (a) Telephone No. office/factory/works:  
(b) Fax No. / E-mail ID:
3. Location of manufacturing works/factories owned by the firm (documentary evidence of ownership must be produced):
4. Brief description of the factory (i.e. area covered accommodation, Department into which it is divided, laboratory etc.):
5. Details of plant and machinery erected and functioning in each department (monographs and description pamphlets) be supplied if available:
6. Whether the process of manufacture in the factory is carried out with the aid of power or without it:
7. Details and stocks of raw materials held:
8. Production capacity of items quoted for with the existing plants and machinery  
(a) Normal:  
(b) Maximum:
9. Details of arrangements for quality control products such as laboratories etc.
10. (a) Details of technical supervisory staff in-charge of production and quality control.  
(b) Skilled labour employed:  
(c) Unskilled labour employed:  
(d) Maximum number of workers (skilled and unskilled) employed on any day during 18 months preceding the date of application:
11. Whether stores were tested to any standard specification, if so, copies of original test certificate should be submitted in duplicate:

(Signature of Tenderer)

NB: Details against sl. nos. 5 to 11 inclusive need be restricted to the extent they pertain to the items under reference.

(Signature)

(Name)

(Designation)

(Seal)

Signed for and on behalf of Principal Manufacturer