

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687707530253

अनुबंध तिथि | Generated Date : 06-Dec-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/5260372](#)

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्रारूप   Type : Central PSU मंत्रालय   Ministry : Ministry of Coal विभाग   Department : COAL INDIA LIMITED संगठन का नाम   Organisation Name : Mahanadi Coalfields Limited कार्यालय क्षेत्र   Office Zone : MCL Sambalpur Odisha	पद   Designation : mmpur1b संपर्क नंबर   Contact No. : 0663-2542521-2734 ईमेल आईडी   Email ID : mmpur1b.mcl@coalindia.in जीएसटीआईएन   GSTIN : 21AABCM5188P1Z3 पता   Address : MAHANADI COALFIELDS LIMITED, PO - JAGRUTI VIHAR, BURLA, SAMBALPUR, ODISHA-768020, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail	भुगतान प्राधिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval : DIRECTOR TECHNICAL OPERATIONS वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : GM Finance	Role: PAO भुगतान का तरीका   Payment Mode: Internet Banking पद   Designation : DEEPAK KUMAR BURMA MGR FIN ईमेल आईडी   Email ID : dkburma@coalindia.in जीएसटीआईएन   GSTIN : 21AABCM5188P1Z3 पता   Address : MAHANADI COALFIELDS LIMITED, AT /PO - JAGRUTI VIHAR, BURLA, SAMBALPUR, ODISHA-768020, India

विक्रेता विवरण   Seller Details
जेम विक्रेता आईडी   GeM Seller ID : 3021180000117799 कंपनी का नाम   Company Name : BEML LIMITED संपर्क नंबर   Contact No. : 09900046586 ईमेल आईडी   Email ID : mmd@beml.co.in पता   Address : 23/1,4TH MAIN ROAD,SAMPANGIRAM NAGAR, BANGALORE, Karnataka-560027, - एमएसएमई पंजीकरण संख्या   MSME Registration number : - जीएसटीआईएन   GSTIN : 18AAACB8433D2ZW (B), 29AAACB8433D1ZU (M), (R), 22AAACB8433D1Z8 (G), 29AAACB8433D1ZU (M), 21AAACB8433D1ZA (G), 01AAACB8433D1ZC (B), 36AAACB8433D1ZZ (B), 29AAACB8433D1ZU (B), 19AAACB8433D1ZV (B), 08AAACB8433D1ZY (B), 33AAACB8433D1Z5 (B), 23AAACB8433D1Z6 (B), 27AAACB8433D1ZY (B), 38AAACB8433D1ZV (B), 32AAACB8433D1Z7 (M), 07AAACB8433D2ZZ (B), 20AAACB8433D1ZC (B), 27AAACB8433D1ZY (G), 20AAACB8433D1ZC (B), 29AAACB8433D1ZU (M), (B)

खरीदार द्वारा मूल्यांकित एमआईआई स्थिति   MII Status as evaluated by buyer : Verified
खरीदार द्वारा सत्यापित एमएसएमई स्थिति   MSME Status as verified by buyer : Not Verified

\*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 : Self Propelled, wheeled Tyre mounted Motor Grader of 270-290 HP including commissioning ब्रांड   Brand : BEML LIMITED ब्रांड प्रकार   Brand Type : NA कैटलॉग की स्थिति   Catalogue Status: NA कैसे बेचा जा रहा है   Selling As : NA श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : NA (-) मॉडल   Model: BG825 MOTOR GRADER एचएसएन कोड   HSN Code: 84292000	1	set	32,024,020	NA	32,024,020
2	उत्पाद का नाम   Product Name : Self Propelled, wheeled Tyre mounted Motor Grader of 270-290 HP including commissioning ब्रांड   Brand : BEML LIMITED ब्रांड प्रकार   Brand Type : NA कैटलॉग की स्थिति   Catalogue Status: NA कैसे बेचा जा रहा है   Selling As : NA श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : NA (-)	1	set	2,858,680.56	NA	2,858,680.56

मॉडल | Model: BG825 MOTOR GRADER  
एचएसएन कोड | HSN Code: 84292000

कुल ऑर्डर मूल्य | Total Order Value (in INR)

34,882,700.56

### परोषिती विवरण | Consignee Detail

क्र.सं.   S.No	परोषिती   Consignee	वस्तु   Item	लॉट नंबर   Lot No.	मात्रा   Quantity	दिनांक के बाद डिलीवरी शुरू करना है   Delivery Start After	वितरण पूरा कब तक करना है   Delivery To Be Completed By
1	पद   Designation :- ईमेल आईडी   Email ID : depot-off-lina.mcl@coalindia.in संपर्क   Contact : 943-8494207- जीएसटीआईएन   GSTIN : 21AABCM5188P1Z3 पता   Address : LINGARAJ AREA, MAHANADI COALFIELDS LIMITED, AT/PO: Deulbera Colliery, Angul, ODISHA-759102, India	Self Propelled, wheeled Tyre mounted Motor Grader of 270-290 HP including commissioning	-	1	06-Dec-2024	05-Apr-2025
		Self Propelled, wheeled Tyre mounted Motor Grader of 270-290 HP including commissioning	-	1	06-Dec-2024	05-Apr-2025

### Product Specification for Self Propelled, wheeled Tyre mounted Motor Grader of 270-290 HP including commissioning

विनिर्देश   Specification	उप-विनिर्देश   Sub-Spec	मूल्य   Value
Custom Specification	Custom Specification	Yes

### विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:

1. <a href="#">SpecificationDocument1</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/04/27/257/CatalogAttrs/SpecificationDocument/2024/8/29/2024_08_29_16_13_05_9-2-e-bg825-specsheet_2024-08-29-16-14-07_db808ac6274509ac3c3cae3faf01f5cb3.pdf
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### खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. <a href="#">SpecificationDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/4585073/54/78/703/CatalogAttrs/SpecificationDocument/2024/8/6/specification_document_gem_2024-08-06-19-40-14_d516087c3d31f62d0e8d88f98ba08d24.pdf
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### Product Specification for Self Propelled, wheeled Tyre mounted Motor Grader of 270-290 HP including commissioning

विनिर्देश   Specification	उप-विनिर्देश   Sub-Spec	मूल्य   Value
Custom Specification	Custom Specification	Yes

### विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:

1. <a href="#">SpecificationDocument1</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/04/27/257/CatalogAttrs/SpecificationDocument/2024/8/29/2024_08_29_16_13_05_9-2-e-bg825-specsheet_2024-08-29-16-14-07_db808ac6274509ac3c3cae3faf01f5cb3.pdf
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### खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. <a href="#">SpecificationDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/4585073/54/78/703/CatalogAttrs/SpecificationDocument/2024/8/6/specification_document_gem_2024-08-06-19-42-43_c48ecb14ab0bee f4014895de26fc90da.pdf
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### शुद्धिपत्र | Corrigendum

- GeM-Bidding-Corr-6750257-1.pdf [यहां क्लिक करें | click here](#)
- तक बढ़ाया गया | Extended Upto : 2024-09-06 16:00:00

मूल्य द्विभाजन एक्सेल फ़ाइल विवरण | Price Bifurcation Excel File details: [Self Propelled Tyre Mounted Motor Grader 270-290HP Capacity Including Installation & Commissioning](#)

### ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	State Bank of India
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. General Terms and Conditions-

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

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

2.1 *Scope of Supply:*  
 Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

2.2 *Forms of EMD and PBG:*  
 Bidders can also submit the EMD with Account Payee Demand Draft in favour of

MAHANADI COALFIELDS LIMITED  
 payable at  
 SAMBALPUR

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

2.3 *Forms of EMD and PBG:*  
 Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C

. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

2.4 *Forms of EMD and PBG:*  
 Bidders can also submit the EMD with Banker's Cheque in favour of

MAHANADI COALFIELDS LIMITED  
 payable at  
 SAMBALPUR

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

2.5 *Certificates:*  
 Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

2.6 *Generic:*  
 Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

2.7 *Generic:*  
 Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

2.8 *Buyer Added Bid Specific ATC:*  
 Buyer Added text based ATC clauses

**Edited Terms: The PART-D, clause no.- 6 may be read as this:**

### 6. Performance Guarantee:

**In accordance with the provisions of clause C-6.2.6 of the technical specifications the expected working hours per annum are 2000 (Two thousand) hours. The expected working hours per annum as indicated are only approximate hours and may vary +/- 500 hours.**

**In accordance with the provisions of clauses C 7.2.2 and C 7.3.2 of the technical specifications the supplier shall guarantee that the availability of each equipment shall be not less than 85% (eighty-five percent) for a period of 12 months (1 year) from the date of accepted date of commissioning."**

## Additional Terms and Conditions-

### **Procurement of 01 Nos. Self-Propelled, wheeled(Tyre mounted) Motor Grader 270-290HP Including Design, Manufacture, Delivery, Erection, Commissioning and performance Testing along with 01year Warranty Spares & Consumables for Lingaraj OCP (01No).**

1. The Supplier is required to provide a complete package of equipment for the supply of 01 Nos. Self-Propelled, wheeled(Tyre mounted) Motor Grader 270-290HP Including Design, Manufacture, Delivery, Erection, Commissioning and performance Testing to open cast ( surface) coal mining projects of MCL: The supplier is required to bid for the Equipment Package Including Design, Manufacture, Testing, Delivery, on Site Erection and Commissioning along with 1year Warranty Spares at the coal-mining project.

2. **Quoting of Prices in this GeM Bid:(Landed price of the Equipment Including GST+ Landed Price of 01<sup>st</sup> Year warranty spares Including GST).**

**3. Performance Bank Guarantee for Equipment:**

a. The successful bidder 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 equipment landed value along with maximum annual landed value of Spares & Consumables.

b. The Performance Guarantee shall be in the form of a Bank Guarantee issued by a RBI scheduled bank in India in the prescribed format on a non-judicial stamp paper.(Format is given below at Annexure C)

c. The PBG (s) shall remain valid till 3 months after the completion of 12 months (01Years) of Warranty/Guarantee period from the accepted date of Commissioning.

d. The PBG shall be submitted sufficiently in advance (say 3-4 weeks) to enable its verification from the issuing bank, before submission of the invoice for 80% payment of the particular goods/ equipment's.

e. The release of the Performance Bank guarantee(s) after above indicated period, shall be subject to satisfactory performance of the equipment/ items during the warranty period and fulfillment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. The Performance Bank Guarantee shall be released after expiry of warranty period if no claim is pending, with the approval of the concerned HOD (MM)/Area GM.

f. The PBG will be submitted through Structured Financial Management System (SFMS).

g. 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.

h. GST shall be applicable on Performance Guarantee forfeiture and will be extra and recovered from suppliers/bidders.

i. PBG is to be submitted as per the Annexure-A, along with SFMS confirmation.

**j. Procedure for submitting Bank Guarantee through SFMS:**

i. The bank guarantees issued by the issuing bank on behalf of contractor, supplier, customer in favour of Mahanadi Coalfields Limited shall be in paper form as well as Structured Financial Messaging System (SFMS).

ii. MCL has chosen State Bank of India and ICICI Bank to act advising/beneficiary bank of MCL. The bank issuing the guarantee can choose either of these banks to send confirmation through SFMS.

iii. The details of beneficiary (i.e. MCL) for issue of bank guarantee in SFMS platform is as furnished as below.

**a)State Bank of India as advising bank of MCL**

1.	Name and details of the Beneficiary	i.	Name	Mahanadi Coalfields Limited
		ii.	Area	MCL HQ Sambalpur
		iii.	Name of Bank	State Bank of India
		iv.	Bank Account No.	010659453016
		v.	Department	MM Department, MCL HQ
2.	Beneficiary's Advising Bank, Branch and Address for Confirmation of BGs through SFMS	i.	Name of Bank	State Bank of India
		ii.	Bank Branch Name	MCL Complex Burla
		iii.	Branch Code	07749
		iv.	Beneficiary Bank Branch IFSC	SBIN0007749
		v.	Beneficiary Bank Address	MCL Complex, Jagriti Vihar, Burla, Sambalpur-768020

**b)ICICI Bank as advising bank of MCL**

1.	Name and details of the Beneficiary	i.	Name	Mahanadi Coalfields Limited
		ii.	Area	MCL HQ Sambalpur
		iii.	Name of Bank	ICICI Bank
		iv.	Bank Account No.	019405003862
		v.	Department	MM, HQ

2.	Beneficiary's Advising Bank, Branch and Address for Confirmation of BGs through SFMS	i.	Name of Bank	ICICI Bank								
		ii.	Bank Branch Name	Sambalpur								
		iii.	Branch Code	0194								
		iv.	Beneficiary Bank Branch IFSC	ICIC0000194								
		v.	Beneficiary Bank Address	Paradise Chamber, Infront of Jagannath Temple, Budharaja, Sambalpur -768004								
The applicant's bank transmitting the Bank Guarantee through SFMS needs to mention the following details for Beneficiary Bank.												
<table border="1"> <thead> <tr> <th>SFMS Field No.</th> <th>Details</th> </tr> </thead> <tbody> <tr> <td>7035</td> <td>IFSC Code: ICIC0000194</td> </tr> <tr> <td>7036</td> <td>ICICI BANK LIMITED, PARADISE CHAMBER, IN FRONT OF JAGANNATH TEMPLE, BUDHARAJA, SAMBALPUR, ORISSA-768004 A/C No.019405003862</td> </tr> <tr> <td>7037</td> <td>MCL224951</td> </tr> </tbody> </table>					SFMS Field No.	Details	7035	IFSC Code: ICIC0000194	7036	ICICI BANK LIMITED, PARADISE CHAMBER, IN FRONT OF JAGANNATH TEMPLE, BUDHARAJA, SAMBALPUR, ORISSA-768004 A/C No.019405003862	7037	MCL224951
SFMS Field No.	Details											
7035	IFSC Code: ICIC0000194											
7036	ICICI BANK LIMITED, PARADISE CHAMBER, IN FRONT OF JAGANNATH TEMPLE, BUDHARAJA, SAMBALPUR, ORISSA-768004 A/C No.019405003862											
7037	MCL224951											
BG Applicant is to specifically ask BG issuing bank to mention the code 'MCL224951' in field no 7037 of IFN760COV/IFN767COV so as to enable the email IDs tagged with the account to receive advised BG over emails.												

iv. The Supplier / Contractor/ Customers are required to take note of it that above particulars are to be incorporated by the issuing bank properly while issuing the Bank Guarantee under SFMS mode to avoid any future problem in accepting the BGs.

v. The Guarantor (BG issuing bank) shall send information about issuance of this Guarantee through SFMS gateway to the State Bank of India, MCL Complex Burla (IFSC-SBIN0007749) or ICICI Bank, Ainthapalli, Sambalpur (IFSC-ICIC0000194), as the case may be, to aid in the process of confirmation of Bank Guarantee.

vi. The beneficiary's bank/advising bank shall send a copy of advice received under SFMS mode to Finance HQ through e-mail (i.e. email ids [gm-fin.mcl@coalindia.in](mailto:gm-fin.mcl@coalindia.in) & [user3-fin-cash.mcl@nic.in](mailto:user3-fin-cash.mcl@nic.in)) and provide print out of the said message from advising bank with seal and signature, to the Finance Dept. of HQ.

vii. The Original Bank Guarantee issued by the outstation bank shall be sent by the Issuing Bank to the Concerned Department of Head Quarters of Mahanadi Coalfields Limited at Sambalpur by Speed Post /Registered Post (AD).

#### 4. Security Deposit for Equipment along with 01<sup>st</sup> Year Warranty Spares and Consumables:

5.1 The successful bidder will have to submit Security Deposit for 5% of equipment landed value along with maximum annual landed value of Spares & Consumables in the form of e-PBG mentioned in the BID. The bidder needs to submit the Security deposit @5% and PBG @10%. 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.

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

5.3 All Central/State Government organization/PSUs shall be exempted from submission of Security Deposit.

6. **L-1 Decision: The L-1 will be decided after consideration of Landed Price in the following manner= Landed price of the Equipment including GST+ Landed Price of 01<sup>st</sup> Year warranty spares Including GST as per excel financial bid uploaded, with GeM Portal Provisions.**

7. **Price Breakup after RAP: A detailed Price Break up of Equipment and its 01<sup>st</sup> year warranty Spares & Consumables is to be submitted after completion of Reverse auction process. The Bidders are requested to fill the price break up in excel format and upload the same (in PDF format) in financial document uploaded with this Bid, specifying Equipment Cost, Warranty Spares & Consumables for 01 year respectively.**

**8. INSPECTION:**

8.1 **Pre-dispatch Inspection:** Pre-dispatch inspection at any stage before dispatch of Equipment at your premises shall be carried out by Authorized representative of General Manager (Excvt)/HOD, MCL. In case the materials are rejected on first inspection, all charges, boarding, lodging, TA, inspection fee etc. for subsequent inspection shall be borne by you.

8.2 **Final Inspection:** Final inspection of Equipment/Spares & Consumables shall be carried out at the consignee's end before acceptance of materials by SO (Excvt) of the concerned area. MCL shall at its discretion have the right to test the supplied materials in any Government testing laboratory. The sample of materials used for testing shall be on your account. If the test shows that the materials are conforming to the specification, the supplied materials shall be accepted and the testing charges shall be borne by the department. However, if the test shows that the materials are not conforming to the specifications, the supplied materials shall not be accepted and the testing charges shall be borne by you and the materials shall be removed and replaced by you within a reasonable time.

10. **BID VALIDITY:** The validity period of the tenders shall be 120 (one hundred twenty) days from the date of opening of bid. The bidder shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to take action as per Purchase Manual Provisions/GeM GTC.

11. **Shortfall Documents:** During evaluation, shortfall documents, if required, will be sought from the bidders. For this purpose, Only one chance of 7 days duration shall be given to the bidder to upload the Shortfall Documents. No shortfall documents will be sought from the Bidder if the bidder is technically rejected due to Basic Eligibility/ Provenness Criteria. No Shortfall documents will be sought from the bidders claiming EMD exemptions without any proper valid documentary evidence supporting their claim. As per para 7.3.5 on (Clarification of Bids/Shortfall Documents) of the Manual for Procurement of Goods 2017, issued by Ministry of Finance, Department of Expenditure, During evaluation and comparison of bids, the purchaser may, at his discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given asking the tenderer to respond by a specified date. If the tenderer does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained. The shortfall information / documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a supply order without its completion / performance certificate, the certificate can be asked for and considered. However, no new supply order should be asked for so as to qualify the bidder.

12. **Queries/clarifications:** The bidder may seek clarification online in the GeM Portal i.e., through the GeM representation window only. Bidders may also note that queries which are not received through GeM portal will not be entertained. Queries/clarifications submitted through offline mode/e-mail will not be entertained.

13. **PRE-CONTRACT INTEGRITY PACT: (Applicable for tender value of Rs. 02 crore and above-Two IEMs).**

The bidders will have to upload along with their offer, duly filled-in, signed and stamped (on each page) Pre-Contract Integrity Pact on the plain paper as per Integrity Pact Format attached along with this GeM Bid, failing which their offer may not be considered. The bidder must sign and stamp all pages of Integrity Pact and put name and designation of the signatory and witnesses at the last page of Integrity Pact.

This integrity pact as uploaded with the tender with the digital signatures of Tender Inviting Authority is deemed to have been accepted by MCL.

In case of any grievance, bidders may approach Independent External Monitor(s) (IEMs). In terms of the Integrity Pact, the contact details of Independent External Monitor(s) (IEMs) are mentioned below:-

Name	Address	Contact Number	Email ID
Sri. Dr K L Dhingra Ex- CMD HUDCO	House No.324, Sector-4 , Panchkula-134112 (Haryana)	-	Dhingra.kld@gmail.com
Shri. Ashish Bahuguna (IAS Retd)	E-12/7, Vasant Vihar, New Delhi-110057	-	a.bahuguna55@gmail.com

14. **Payment of Equipment in Indian Rupees:**

- i. **80% value of the equipment and 100% taxes and duties and other charges excluding erection & commissioning charges shall be made within 21 days after receipt and acceptance of materials at site at the consignee's end and submission of Performance Bank Guarantee valid till 3 months after the completion of (1year warranty and 03years Guaranteed) contract period from the date of commissioning of all the equipment covered in the contract.**
- ii. **Balance 20% payment including erection & commissioning charges shall be made after successful completion of erection, testing, commissioning and final acceptance of the equipment (along with the accessories) upon presentation of successful commissioning certificate, signed by the concerned**

d officials of the Project and counter-signed by the Area General Manager and HOD of Excavation Deptt MCL HQ and confirmation of receipt of DRR by the paying authority.

iii. **Payment of Equipment:** CRAC for the supplied equipment to be processed in GeM portal for 80% on supply and 20% to be deducted for Commissioning (If equipment is not commissioned). Balance 20% payment will be made after receipt of commissioning certificate from the deducted amount in GeM portal. However if there is any discrepancies faced in processing the bills through GeM portal the same will be regularized through SAP accordingly.

iv. **Payment of Spares & Consumables for Warranty/Guarantee periods if supplied partially "in case" the payment will be processed through SAP instead of GeM Portal respectively. However, if there is any discrepancies faced in processing the bills through GeM portal the same will be regularized through SAP accordingly.**

15. **AMRCD:** In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Govt. Departments/ Organizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS- 1835 Dtd. 22.05.2018.

16. **Delivery Schedule for Equipment:** To supply 01 Nos of Equipment within 04 (Four) months from the date of receipt of Supply Order on FOR destination basis. However, early supply shall be appreciated.

16.1 **For Spares & Consumables for during Warranty Period of 01 year (starting warranty period of Equipment) Supply of these spare parts and consumables shall start along with the supply of equipment i.e., respective guaranteed operational year and should be completed within the delivery schedules for smooth maintenance & operation of the equipment.**

16.2 **If Warranty Spares & Consumables Supplied in Lots:** Delivery of 1st lot of spares & consumables shall start before 30 days prior to commencement of respective guaranteed operational year and should be completed before beginning of commencement of respective guaranteed operational year to ensure smooth operation of the equipment. Further supply of 2nd lot shall be planned in such way that the same shall be made available before stock out of 1st lot quantity. Further supply of 3rd lot shall be planned in such way that the same shall be made available before stock out of 2nd lot quantity. The supply of Warranty Spares & Consumables should be completed within the delivery schedule as per GeM Bid, judiciously planned in such a that there is no increase/piling up of Inventory at Stores.

**Note:** Materials should not be supplied after expiry of scheduled Delivery Period. However, after expiry of delivery period you may request the order placing authority for extension of delivery period and materials to be supplied only after getting extension of delivery period.

In order to enable the purchaser to avail Input Tax Credit as per applicable Indian laws, the supplier shall furnish all the necessary documents to the consignee / paying authority as required, failing which the equivalent deduction will be made from the supplier's bills. If at the time of supply, it is found that Input Tax Credit as per Invoice (Credit available to MCL) is less than the "Input Tax Credit Amount" declared in the Price Bid, the differential amount between the two shall be deducted from the Supplier's bills while making payment to them.

17. **EMD Exemption:** All Central/State Government organization/PSUs shall be exempted from submission of EMD. For detailed list of EMD exemptions please refer General Terms & Conditions of GeM.

18. **A detailed Final price breakup of Equipment Cost, Cost of Warranty Spares for 01 Years and Cost of Guarantee Spares will be enclosed along with the contract.**

19. **Compliance of Restrictions under Rule 144 (xi) of GFR 2017 as per DOE Order (Public Procurement No.4) dated 23.02.2023 (as amended from time to time) - In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action. Bidders are requested to submit Self Declaration Certificate.**

20. **The offered product/ Product delivery should comply with, ensuring the quality of service, protection of the environment and health & safety during and after their activities, as per Company / Govt. norms.**

21. **Mahanadi Coalfields Limited (MCL) has on boarded the TReDS platform through Receivables Exchange of India Limited (RXIL). TReDS is an online discounting platform primarily meant for MSME vendor to get their trade receivables financed through auction mechanism where multiple financiers can participate in a very transparent manner. MSME vendors of MCL are requested to register themselves on RXIL TReDS platform to avail the above benefits. For more details, visit: <https://www.rxil.in/>.**

22. **The seller must upload all relevant documents (like Guarantee/Warranty certificate, Delivery Challan, E-waybill, Test report, import documents, any other document mentioned in the contract whichever is applicable) in the GeM portal while generating Invoice.**

23. **LOWEST PRICE CERTIFICATE:** The bidder needs to submit the lowest price certificate at the time of offer submission and supply of the material a

s per the format given in Annexure-o

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

Note:

- a. The currency of contract will mean the period till completion of supply.
- b. The bidder will be asked to submit a copy of the last (latest) purchase order (bidder may opt to mask the price portion and shall submit an undertaking that priced copy will be submitted on being L1 after opening of Price Bid / Reverse Auction) for the tendered / similar item(s) 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.
- c. It shall be responsibility of the supplier to inform the purchaser of offer to supply / supply of the ordered / similar item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization during the currency of the contract.
- d. The supplier shall submit a certificate along with the bill(s) that it has not offered to supply/supplied the ordered / similar item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization.
- e. The provisions of fall clause will however not apply for purchase value up to Rs. 2.00 lakh. f. Point (b) above is not applicable in the case of renewal of Depot Agreements.

The bidder need to submit the self-certificate as per the format given in Annexure-P

- a. The currency of contract will mean the period till completion of supply.
- b. The bidder will be asked to submit a copy of the last (latest) purchase order for the tendered / similar item(s) 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.
- c. It shall be responsibility of the supplier to inform the purchaser of offer to supply / supply of the ordered / similar item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization during the currency of the contract.
- d. The supplier shall submit a certificate along with the bill(s) that it has not offered to supply / supplied the ordered/ similar item(s) at a lower rate to any organization / Ministry / Department of the Govt. of India or Coal India Ltd' and/or its Subsidiaries or other PSU or any other private organization.
- e. The provisions of 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.
- v) Sale of goods or services at lower price on or after the date of completion of sale/placement of order of goods or services by the authority concerned, under the existing or previous Rate Contracts and also under any previous contracts entered into with the Central or State Government Departments including new undertakings (excluding joint sector companies and or private parties) and bodies.

**25. BANNED OR DELISTED OR DEBARRED OR PUT ON HOLIDAY SUPPLIERS**

The manufacturer as well as the bidder (if bidder is not the manufacturer) will give a declaration (As per format below) 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. The bidder need to submit the self-certificate as per the format provided in Annexure-Q.

However, If the manufacturer/bidder is banned or delisted or debarred or 'Put on Holiday' by DoE/MoC/MCL / CIL, the offer shall not be considered for further evaluation.

**26. MII LOCAL CONTENT CERTIFICATE:**

In compliance to public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products, the bidder need to submit the MII Local content certificate in the indicative format provided in the annexure R.

**In cases of procurement for a value in excess of Rs. 10 crores, the 'Class - I Local Supplier' / 'Class - II Local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content and place of value addition. The certificate must bear UDIN number without which offer shall be liable to be rejected.**

**In case of Indian Agents/trader/reseller of the OEM quoting against the BID, the bidder needs to submit the certificate from their Principals i.e. OEM. Otherwise offer shall be rejected.**

27. Ensuring submission of valid and authentic documents will be sole responsibility of the bidder. Further if at a later stage it is found that the information provided is false/misleading/incomplete their offer may be treated as unresponsive and suitable penal action as per provisions of GeM Incident Management Policy may be taken.

aken against them.

Annexure-O

Format for Lowest Price certificate (To be printed on letterhead)

This is to certify that, the prices quoted by us for the offered items are the lowest prices as applicable to any other Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization.

**Date:  
of Bidder**

**Signature**

**the firm**

**Seal of**

Annexure-P

Format for Price fall clause certificate (To be printed on letterhead)

"We, ..... (henceforth The Bidder) undertakes that we has not offered to supply/ supplied/ is not supplying same or similar product/ systems or sub systems at a price lower than that offered in the present bid in respect of 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 and if it is found at any stage that same or similar product/ systems or sub systems was supplied by the bidder 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 at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded."

**Date:  
of Bidder**

**Signature**

**the firm**

**Seal of**

FORMAT FOR DECLARATION OF THE LATEST ORDER COPY (To be printed on letterhead)

We have received / have not received (strike off whichever is not applicable) any order copy for the offered/similar item(s) from any Organization/ Ministry/ Department of the Govt. of India/Coal India Ltd. and/ or its Subsidiaries or other PSU or any other private organization.

**Date:  
of Bidder**

**Signature**

**the firm**

**Seal of**

(Note: If received any order copies, the bidder has to upload copy/copies of the last (latest) purchase order/s as per the clause)

Annexure-Q

FORMAT FOR BANNED OR DELISTED OR DEBARRED OR PUT ON HOLIDAY DECLARATION (To be printed on letterhead)

This is to certify that we have not been banned or de-listed or debarred or 'Put on Holiday' by any Government or quasi-Government agencies or PSUs.

Signature of Bidder

Date:

Seal of the firm

OR

If bidder has been banned / Delisted /Debarred/Put on Holiday, by any Government or quasi- Government agencies or PSU, then bidder has to indicate the details below:

Name of the Organisation which has banned the bidder:

Ban Period:

Reasons for BANNING OR DELISTING OR DEBARRING OR PUT ON HOLIDAY:

Signature of Bidder

Date

Seal of the firm

Note: In case the bidder is an authorized dealer/distributor, BOTH manufacturer as well as authorized dealer/distributor has to submit the "Banned or Delisted or Debarred or Put on Holiday" declaration as per format above.

**(to be submitted by the Local supplier i.e. OEM choose any one below condition)**

**(1) This is to certify that we fall in the category of Class I Local Supplier and the Goods offered by us against this tender has the local content \_\_\_\_\_%. The details of Location(s) at which the Local value addition is made are as under:**

**Value addition is done at the following location:**

**Address of Location / Factory \_\_\_\_\_**

\_\_\_\_\_

**Authorized Signatory of OEM**

**Date:**

**Seal of the firm**

**OR**

**(2) This is to certify that we fall in the category of Class II Local Supplier and the Goods offered by us against this tender, has the local content of more than 20% but less than 50%. The details of Location(s) at which the Local value addition is made are as under:**

**Value addition is done at the following location:**

**Address of Location / Factory \_\_\_\_\_**

\_\_\_\_\_

**Authorized Signatory of OEM**

**Date:**

**Seal of the firm**

**Note:**

**In cases of procurement for a value in excess of Rs. 10 crores, the 'Class - I Local Supplier' / 'Class - II Local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content and place of value addition. The certificate must bear UDIN number without which offer shall be liable to be rejected.**

**2. In case of Indian Agents/trader/reseller of the OEM quoting against the BID, their Principals i.e. OEM should submit the above mentioned certificates. Otherwise offer shall be rejected.**

For Consumables Spares & Consumables for first 12 months of warranty period from the date of commissioning of Equipment quoted in INR (Separate for each item (as per BOQ Sheet))				
Sl.	Item Description with part no. (if any)	Unit of Measurement (UOM)	HSN Code	Qty
1	2	3	3.1	4
	Spares & Consumables			
	Description Part No.			
1				
2				
3				
4				
5				
<b>TOTAL ITEMS</b>				

TOTAL ITEMS

2.9 Buyer Added Bid Specific ATC:

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

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](#)

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

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