

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687747576312

अनुबंध तिथि | Generated Date : 26-Mar-2025

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/5354738](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्ररूप 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 : Committee of Functional Directors वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : GM Finance	Role: PAO भुगतान का तरीका Payment Mode: Offline 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 : 0530190000918116 कंपनी का नाम Company Name : LARSEN AND TOUBRO LIMITED संपर्क नंबर Contact No. : 09958891139 ईमेल आईडी Email ID : prajeeshchandra@Lntecc.com पता Address : ESE, 32, SHIVAJI MARG, NEAR MOTI NAGAR, NEAR MOTI NAGAR, NEW DELHI, West Delhi, DELHI-110015, - एमएसएमई पंजीकरण संख्या MSME Registration number : -	जीएसटीआईएन GSTIN : 27AAACL0140P4ZG (M), (M), 33AAACL0140P8ZJ (B), 27AAACL0140P2ZI (B), 23AAACL0140P5ZN (B), 29AAACL0140P4ZC (M), 29AAACL0140P3ZD (B), 24AAACL0140P3ZN (M), 27AAACL0140P2ZI (G), 21AAACL0140P3ZT (G), (G), 20AAACL0140P4ZU (G), (G), 19AAACL0140P4ZD (G), (S), 24AAACL0140P3ZN (M), 33AAACL0140P5ZM (M), (S), 33AAACL0140P3ZO (M), 19AAACL0140P4ZD (M), 33AAACL0140P5ZM (B), 27AAACL0140PDZ7 (S), 27AAACL0140PEZ6 (M), 21AAACL0140P4ZS (M), 19AAACL0140P4ZD (M), 21AAACL0140P3ZT (M), 20AAACL0140P4ZU (M), 27AAACL0140PAZA (M), 24AAACL0140P3ZN (M), (M), 24AAACL0140P9ZH (M), 06AAACL0140P3ZL (S), 33AAACL0140P2ZP (R), 27AAACL0140P2ZI (B), 07AAACL0140P3ZJ (B), 33AAACL0140PCZF (M), 27AAACL0140P2ZI (B), (B), 29AAACL0140P6ZA (B), 27AAACL0140PAZA (M), 33AAACL0140PAZH (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 : SURFACE MINER Drum Width Not Less Than 3800MM including Installation Commissioning ब्रांड Brand : Larsen & Toubro 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: KSM 403 एचएसएन कोड HSN Code: HSN not specified by seller	1	set	74,694,000	NA	74,694,000
2	उत्पाद का नाम Product Name : 1st Year Warranty Spares & Consumables for Surface Miner Drum Width Not Less Than 3800MM ब्रांड Brand : Larsen & Toubro 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: 1st Year Warranty Spares & Consumables एचएसएन कोड HSN Code: HSN not specified by seller	1	set	18,323,093.1	NA	18,323,093.1

3	<p>उत्पाद का नाम Product Name : 2nd Year Warranty Spares & Consumables for Surface Miner Drum Width Not Less Than 3800MM</p> <p>ब्रांड Brand : Larsen & Toubro Limited</p> <p>ब्रांड प्रकार Brand Type : NA</p> <p>कैटलॉग की स्थिति Catalogue Status: NA</p> <p>कैसे बेचा जा रहा है Selling As : NA</p> <p>श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : NA (-)</p> <p>मॉडल Model: 2nd Year Warranty Spares & Consumables</p> <p>एचएसएन कोड HSN Code: HSN not specified by seller</p>	1	set	13,905,878.74	NA	13,905,878.74
4	<p>उत्पाद का नाम Product Name : MARC FOR 07YEARS AFTER 02YEARS WARRANTY PERIOD FOR SURFACE MINER WIDTH NOT LESS THAN 3800MM</p> <p>ब्रांड Brand : Larsen & Toubro Limited</p> <p>ब्रांड प्रकार Brand Type : NA</p> <p>कैटलॉग की स्थिति Catalogue Status: NA</p> <p>कैसे बेचा जा रहा है Selling As : NA</p> <p>श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : NA (-)</p> <p>मॉडल Model: MARC FOR 07YEARS AFTER 02YEARS WARRANTY PERIOD</p> <p>एचएसएन कोड HSN Code: HSN not specified by seller</p>	1	set	257,191,679	NA	257,191,679

कुल ऑर्डर मूल्य | Total Order Value (in INR)

364,114,650.84

परोक्षी विवरण | Consignee Detail

क्र.सं. S.No	परोक्षी Consignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	दिनांक के बाद डिलीवरी शुरू करना है Delivery Start After	वितरण पूरा कब तक करना है Delivery To Be Completed By
1	<p>पद Designation : -</p> <p>ईमेल आईडी Email ID : depot-off-jaga.mcl@coalindia.in</p> <p>संपर्क Contact : 0094-38073316-</p> <p>जीएसटीआईएन GSTIN : 21AABCM5188P1Z3</p> <p>पता Address : Office of the Depot Officer, Central/Regional Stores, Jagannath /Area, P.O. Balanda, ANGUL, ODISHA-759116, India</p>	SURFACE MINER Drum Width Not Less Than 3800MM including Installation Commissioning	-	1	26-Mar-2025	24-Jul-2025
		1st Year Warranty Spares & Consumables for Surface Miner Drum Width Not Less Than 3800MM	-	1	26-Mar-2025	26-Mar-2026
		2nd Year Warranty Spares & Consumables for Surface Miner Drum Width Not Less Than 3800MM	-	1	26-Mar-2025	26-Mar-2027
		MARC FOR 07YEARS AFTER 02YEARS WARRANTY PERIOD FOR SURFACE MINER WIDTH NOT LESS THAN 3800MM	-	1	26-Mar-2025	25-Mar-2031

Product Specification for SURFACE MINER Drum Width Not Less Than 3800MM including Installation Commissioning

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

विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:

1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/64/02/134/CatalogAttrs/SpecificationDocument/2024/10/19/2024_10_19_11_09_52_ksm_403_with_warranty_spares_an_2024-10-19-11-10-03_ed1537f8bc0d260947919d69cccfdfa9.pdf
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खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/4585073/54/78/703/CatalogAttrs/SpecificationDocument/2024/9/3/surface_miner_tps_for_gem-merged_2024-09-03-11-51-52_18ba5056fe86e24c3cd67002354506dd.pdf
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Product Specification for 1st Year Warranty Spares & Consumables for Surface Miner Drum Width Not Less Than 3800MM

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

विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:

1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/64/02/134/CatalogAttrs/SpecificationDocument/2024/10/22/2024_10_22_12_02_04_ksm_403_1_2024-10-22-12-05-
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00_026dcafc40642aff68b4d64422e253.pdf

खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. [SpecificationDocument](#)

mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/4585073/54/78/703/CatalogAttrs/SpecificationDocument/2024/9/3/surface_miner_tps_for_gem-merged_2024-09-03-12-03-26_a595c0a9880d9ce2da313ccf851566e3.pdf

Product Specification for 2nd Year Warranty Spares & Consumables for Surface Miner Drum Width Not Less Than 3800MM

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

विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:

1. [SpecificationDocument1](#)

mkp.gem.gov.in/catalog_data/catalog_support_document/64/02/134/CatalogAttrs/SpecificationDocument/2024/10/22/2024_10_22_12_25_10_ksm_403_2_2024-10-22-12-25-24_ab6061dd57188e318d3291b0214b73e9.pdf

खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. [SpecificationDocument](#)

mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/4585073/54/78/703/CatalogAttrs/SpecificationDocument/2024/9/3/surface_miner_tps_for_gem-merged_2024-09-03-12-05-47_50546ada091d013e056811462f5d81e.pdf

Product Specification for MARC FOR 07YEARS AFTER 02YEARS WARRANTY PERIOD FOR SURFACE MINER WIDTH NOT LESS THAN 3800MM

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

विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:

1. [SpecificationDocument1](#)

mkp.gem.gov.in/catalog_data/catalog_support_document/64/02/134/CatalogAttrs/SpecificationDocument/2024/10/22/2024_10_22_16_21_23_ksm_403_marc_2024-10-22-16-21-29_dff11e7dbab8aa7ea23eb17e2f110972.pdf

खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. [SpecificationDocument](#)

mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/4585073/54/78/703/CatalogAttrs/SpecificationDocument/2024/9/3/surface_miner_tps_for_gem-merged_2024-09-03-12-08-59_6c83f19ea0b35ae27b95ce8767b134a3.pdf

शुद्धिपत्र | Corrigendum

- तक बढ़ाया गया | Extended Upto : 2024-10-22 11:00:00
- तक बढ़ाया गया | Extended Upto : 2024-10-29 11:00:00

मूल्य द्विभाजन एक्सेल फ़ाइल विवरण | Price Bifurcation Excel File details: [Surface Miner Drum Width Not Less Than 3800MM including supply, installation, testing and commission](#)

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-

- This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 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
- 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.

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

2.9 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Additional Terms and Conditions-

Procurement of 01Nos Surface Miner (NCD) Drum Width Not Less Than 3800MM including supply, installation, testing and commissioning of the equipment including accessories, consumables and consumable spares including Lubricants, coolant, refrigerant alongwith technical assistance in warranty period of 02 years and thereafter MARC for 07 years excluding warranty period for Ananta OCP (01No) respectively.

1. **Earnest Money Deposit (EMD):** In reference to purchase manual clause no 10.3.7 and its amendment No.05 the maximum EMD applicable in the Bid is 50Lakhs. The EMD amount of 50Lakhs will supersede the EMD amount reflected in the Bid.
2. **The Supplier is required to provide a complete package of equipment for the supply of 01nos Surface Miners with drum width not less than 3800 mm. to open cast (surface) coal mining projects of MCL: The supplier is required to bid for the Equipment Package including supply, installation, testing and commissioning of the equipment including accessories, consumables and consumable spares including Lubricants, coolant, refrigerant with technical assistance for warranty period of 02 years and thereafter for MARC charges of 07 years as detailed in the MARC terms & Conditions of Tender document which includes accessories, consumables, training, installation, commissioning and testing at the coal-mining project.**
3. **Quoting of Prices in this GeM Bid: (Landed price of the Equipment Including installation, commissioning, testing and technical assistance during warranty period of 02Years with GST + Landed Price of warranty spares & Consumables for 02years with GST & with NPV+ Landed price of MARC charges for 07years Excluding warranty period of 02Years with GST & with NPV).**
4. **Performance Bank Guarantee for Equipment, Spares and Consumables for 02 Years Warranty Period:**
 - 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 24 months (02Years) of Warranty 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, In front of Jagannath Temple, Budharaja, Sambalpur -768004						
<p>The applicant's bank transmitting the Bank Guarantee through SFMS needs to mention the following details for Beneficiary Bank.</p> <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</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
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
<p>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.</p>	

- 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-SBIN007749) 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 & 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).

5. Security Deposit for Equipment, Warranty Spares & Consumables for 02Years & MARC for 07years after warranty period:
 - 5.1 The successful tenderers will have to submit Security Deposit for the 5% value of the total landed value of the contract for Equipment with Maximum Annual Landed value of Warranty Spares & Consumables for 02Years including all taxes, duties and other costs and charges with Average Annual MARC price arrived by dividing total MARC price (including taxes & duties) by total MARC period (no. of years i.e 07 years), in form of a Bank Draft/Certificate Cheques/Cashier's Cheque or in the form of a Bank Guarantee from scheduled bank in purchaser's country (on a non-judicial stamp paper) in the format attached (Annexure) within 15 days from date of notification of award. This Bank Guarantee should be kept valid for up to six months after the scheduled date of completion of MARC contract. The security deposit shall be returned or discharged after successful completion of entire contract. In case the MARC period is extended, the Bank Guarantee for Security Deposit shall also be extended accordingly without considering Input Tax Credit in the form of e-PBG.
The Security Deposit shall be in INR.

In case the validity period of the above Bank Guarantee needs extension the same shall be extended for a minimum period of three (03) months.

Exemption from Security Deposit for Firms in India Fulfilling the Following Conditions:-

Any Central/State government organization/PSU shall be exempted from submission of Security Deposit for Equipment with spares and consumables for 02 years warranty period. However, there will be no exemption for Security Deposit for MARC.

5.2 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.

- 5.3 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

- 5.4 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 Warranty Spares and consumables for 02Years including GST with NPV + MARC charges for 07years excluding 02Years warranty period including GST with NPV as per excel financial bid uploaded, with GeM Portal Provisions. The discounting factor considered for NPV is 10.25% as per latest base rates available.

7. **Price Breakup after RAP:** A detailed Price Break up of Equipment and its (02 year warranty Spares & Consumables and MARC for 07Years excluding warranty period) is to be submitted after completion of Reverse auction process. The Bidders are requested to fill the price breakup in excel format and upload the same (in PDF format) in financial document uploaded with this Bid, specifying Equipment Cost, Warranty Spares & Consumables for 02years and Cost of MARC for 07Years excluding Warranty period.

8. **Training Charges:** The quoted price shall be inclusive of the total cost towards requirement and services including training as mentioned in the Schedule of requirement/services, including MARC period. Training charges should be indicated separately. This break up shall be used for deduction purposes only, in case of any default in training, training charges per machine will be deducted.

9. **INSPECTION:**

- 9.1. **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 (Excv)/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.
- 9.2. **Final Inspection:** Final inspection of Equipment/Spares & Consumables shall be carried out at the consignee's end before acceptance of materials by SO (Excv) 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, On ly 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 TERM:**

14.1 **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 (02year warranty period) 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 officials of the Project and countersigned by the Area General Manager.

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 It shall be delivered periodically a minimum of twice annually i.e. at the beginning of the operational year & 6 months thereafter, throughout the warranty period from the date of the Purchaser's Acceptance Certificate. 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.

14.2 **Payment of MARC for 07Years: Payment of MARC for 07Years will be done offline**

through SAP at their respective locations as per the MARC Contract charges finalized in the GeM contract.

Paying Authority: For MARC

Area Manager (Finance) of the respective Areas where the Equipment is deployed.

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. In case of successful bidder(s), 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. If the evaluation of the supplier has been made considering the concessional rate of customs duty applicable for import from certain countries under trade agreements / treaties with Govt. of India, all the required documentation for availing concessional customs duty and subsequent customs clearance etc. will be provided by the supplier failing which the equivalent deduction will be made from their bills.

15. COMMERCIAL TERMS IN RESPECT OF MARC

15.1 The bidders are required to quote their lowest prices for Equipment, Spares and Consumables for warranty period of 02 years and MARC for 07 years excluding warranty period of 02 years. Bidders must quote for Equipment with spares and consumable for 02 years warranty period and MARC as indicated in Schedule of requirement, otherwise their offer will not be considered. Single contract will be concluded with bidder for both Equipment with spares and consumable for 02 years warranty period & MARC.

15.2 The equipment price shall be inclusive of the total cost towards requirement and services including training as mentioned in the Schedule of requirement/services, including MARC period. However, training charges should be indicated separately. This break up shall be used for deduction purposes only, in case of any default in training.

15.3 In case of indigenous manufacturer, all the components will be quoted in INR only and will be executed by the Indigenous manufacturer.

15.4 The prices for equipment and spares and consumables for warranty period shall be quoted in Indian Rupees by the Indigenous manufacturer on FOR Destination basis. The offer should indicate unit prices, discount, if any, and the total price thereof.

15.5 PAYMENT TERMS FOR MARC

15.5.1 Billing Schedule: On the first working day of each month, MCL shall notify in writing to the MARC Holder the readings of the Service Hours Meter recorded in the previous month in respect of each equipment. The Available Hours and the Working Hours will be calculated based on the above readings of Service Hours Meter and the equipment Log-Book to be maintained jointly by MCL and MARC holder.

15.5.2 The MARC Holder may within 05 days of the succeeding month provide to MCL an invoice along with the following documents, for monthly price payable to it for the preceding month.

- Certified copy of the relevant pages of the Equipment Log-Book applicable for the particular month;
- Certified copy of the notification of readings of Service Hour Meter applicable for the particular month.

15.5.3 If MCL agrees with the amount of the invoice after audit and verification, it shall make the payment of the invoice to the MARC Holder within 21 (twenty one) days from the date of receipt and acceptance of the invoice.

15.6 PAYMENT FOR MARC:

15.6.1 MCL will pay monthly maintenance & repair prices as detailed here under:-

- Spares and consumables charges per working hours of equipment x Actual Working Hours clocked.
- Supervision and Overhead charges per available hour of equipment x Actual Available Hours, limited to maximum available hours during the month as per stipulated annual %age availability i.e., 85% for 1st to 3rd year and 80% for the next 06 (Six) Years.

However, the payment for Supervision and Overhead Price on the basis of actual Available hours every month limited to maximum 85% for 1st to 3rd year and 80% for 4th to 9th year (i.e., limited to the Minimum Guaranteed Percentage Availability as indicated below).

Month Type	Expected Monthly available Hours during 1st to 3rd year of the MARC, Considering the minimum guaranteed availability as 85%	Expected Monthly available Hours during 4th to 9th year of the MARC, Considering the minimum guaranteed availability as 80%
28 Days Month	571	537
29 Days Month	592	556
30 Days Month	612	575
31 Days Month	633	595

c) The total monthly MARC price = (a) + (b).

15.6.2 After the expiry of warranty period, the purchaser shall handover left over spares/consumables to the MARC Holder against payment as per the contract Landed price of spares/ consumables. This shall be adjusted from the next monthly bills towards MARC price payable to MARC Holder.

15.6.3 If the equipment is under breakdown due to any accident, face fall and blasting damages etc, the spares and consumables charges of the MARC will not be payable during that period. However, the supervision and overhead charges will be payable if the total no. of days under breakdown is 15 days or less in a month. If duration of such breakdown exceeds 15 days in a month no supervision & overhead charges shall be paid.

15.6.4 If felt necessary, MCL may transfer the Equipment from one project to other project during MARC period including warranty period free of cost excluding the transportation, limited to 02 shifting. Only in case of NCD requirement.

16. 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.

17. Delivery Schedule for Equipment, 02year Warranty Spares & Consumables & MARC for 07years after warranty period For item sl no 01:

- To supply 01Nos of Equipment with within 04(Four) months from the date of receipt of Supply Order on FOR destination basis.

- b. **Warranty Spares:** It shall be delivered periodically a minimum of twice annually i.e. at the beginning of the operation 1 year & 6 months thereafter, throughout the warranty period from the date of the Purchaser's Acceptance Certificate.
- c. **MARC:** 07Years beyond 02years warranty period. Offline contract to be made.

However, early supply shall be appreciated.

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.

18. **A detailed Final price breakup of Equipment cost Including installation, commissioning, testing and technical assistance during warranty period of 02Years, Cost of Warranty Spares for 02Years and MARC charges for 07Years Excluding Warranty period 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.**

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.

Mahanadi Coalfields Limited (MCL) has onboarded 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: <http://www.rxil.in/>.

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.

LOWEST PRICE CERTIFICATE: The bidder needs to submit the lowest price certificate at the time of offer submission and supply of the material as per the format given in Annexure-o

Price Fall Clause: If the contract holder reduces its price 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 against them.

28. In cases where value of service component is more than 10% of the total estimated value of the complete package of goods and services, the average Annual Financial Turnover of the bidder during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the total estimated value of the tender.

29. Page 29 in Specification document may be read as- Annual available hours for the supervision and overhead as 7450 hrs (85%) for 1st year and 7000 hrs (80%) for next 06 (six) years.

Annexure-A

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

Reference: GeM Bid No. ____ _

Date _____ for supply of _____ _

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

(Signature of Tenderer)

NB: Details against Sl. Nos. 5 to 12 inclusive need be restricted to the extent they pertain to the items under reference.

MANUFACTURER'S AUTHORIZATION FORM

M/s Mahanadi Coalfields Limited
At/P.O. Jagruti Vihar, Burla,
Dist. Sambalpur - 768020; Odisha. (India)

Dear Sir

Sub: GeM Bid No.:

WHEREAS we, [name of manufacturer] who are established and reputable manufacturers of [name and/or description of goods] having factories at [address(es) of factory(ies)] and as a matter of corporate policy do not quote directly to any organisation in India as a matter of our corporate policy (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)

Do hereby authorize our [Name & Address of Indian Agent] to submit a bid and sign the Contract with you on our behalf against the above Tender.

We hereby accept to extend our full support and commitment for all the terms and conditions including guarantee and warranty, Special terms & Conditions of GeM Bid , Technical Specifications for the Goods and Services offered for supply by the above bidder on our behalf against this tender for the entire contract period as well as ensure supply of spares & consumables even beyond contract period as stipulated in the relevant clauses of the tender document.

In the event of failure on the part of Indian Agent/Dealer/Distributor/Indian office or Indian subsidiary (as applicable) in fulfillment of contractual obligations or change in Indian agency or closure of Indian agency for any unforeseen reason, we shall take the responsibility to make alternate arrangements to support MCL as well as execute the remaining period of the contract ourselves or through another competent Indian Agent/entity fulfilling the eligibility criteria stipulated in the tender document for Indian Agent.

It is also certified that no agent/ middleman/ liasoning agent or any entity in any name other than the above disclosed authorized Indian agent is involved in the process of procurement of goods and services. And if subsequently at any stage, it is found that we have given a false certificate, we shall be liable for penal action as per provisions of CIL Purchase Manual

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).

(Signature)

(Name)

(Designation)

(Seal)

Signed for and on behalf of [Name of manufacturers]

Annexure-C

Performance Bank Guarantee Format

..... (name & address of the Purchaser

..... Company)

Re: Bank Guarantee in respect of Agreement / contract / Purchase Order no. dated Day of 20 between M/s. Mahanadi Coalfields Limited (Name of Purchaser Company) and (Name of Supplier Company)

Messrs a Company / Firm having its office at No. (hereinafter called the Contractor) has entered into an agreement / contract / Purchase Order no.....dated (hereinafter called 'the said agreement') with M/s. Mahanadi Coalfields Limited (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) having its Office at has at the request of the Contractor agreed to give the guarantee as hereinafter contained.

We (Name of the Bank) (Herein after called '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 condition 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 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 may be due to the Company and as the Company may demand. This guarantee shall remain in force until th

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 and unless the guarantee is renewed or a claim is preferred against the Bank within the validity period and for 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) who has signed it on behalf of the Bank has authority to do so.

Dated this Day of 2021.
Place

Signature of the authorized person
For and on behalf of the Bank

Annexure-D

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:
dder

Signature of Bi

firm

Seal of the

Annexure-E

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:
dder

Signature of Bi

firm

Seal of the

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:
dder

Signature of Bi

firm

Seal of the

(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-F

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.

Annexure-G

FORMAT FOR SELF CERTIFICATE TOWARDS LOCAL CONTENT (To be printed on letterhead)

(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:

1. 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 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.

1. Item Description: Equipment Surface Miner (NCD) Drum Width Not Less Than 3800MM Including installation, commissioning, testing and technical assistance during warranty period of 02Years

Sl. No.	Item Description	Unit of Measurement (UOM)	Qty
1.01	SURFACE MINER With drum width not less than 3800 mm [NCD requirement] including installation, commissioning and testing, technical assistance during warranty period of 02 years		

2. Item Description: Warranty Spares & Consumable for 24Months (02Years) from date of commissioning:

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			
TOTAL ITEMS			

For Consumables Spares & Consumables for 2nd Year of Warranty period (2nd Year 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) 3	HSN Code	Qty
1	2		3.1	4
	Spares & Consumables'			
	Description Part No.			
1				
2				
3				
4				
5				
TOTAL ITEMS				

3. MARC Charges:

Item Description: MARC for 07Years Excluding warranty period of 02years to be quoted in the GeM Bid.

Maintenance and Repair Contract for 07years Excluding warranty period of 02 years)			
Item SI No	MARC Year	Spares & consumable charges for working hour of the equipment per year inclusive of all taxes & duties	Supervision and overhead charges for available hour of the equipment per year inclusive of all taxes & duties.
1	1 st Year MARC Charges =(Spares & Consumable Charges + Supervision and Overhead charges)	5000 Hrs	7450.00
2	2 nd Year MARC Charges= (Spares & Consumable Charges + Supervision and Overhead charges)	5000 Hrs	7000.00
3	3 rd Year MARC Charges= (Spares & Consumable Charges + Supervision and Overhead	5000 Hrs	7000.00

	charges)		
4	4th Year MARC Charges= (Spares & Consumable Charges + Supervision and Overhead charges)	5000 Hrs	7000.00
5	5th Year MARC Charges= (Spares & Consumable Charges + Supervision and Overhead charges)	5000 Hrs	7000.00
6	6th Year MARC Charges= (Spares & Consumable Charges + Supervision and Overhead charges)	5000 Hrs	7000.00
7	7th Year MARC Charges= (Spares & Consumable Charges + Supervision and Overhead charges)	5000 Hrs	7000.00

1. Training charges per equipment for total Equipment package which are inclusive in quoted prices should be clearly indicated separately in the excel sheet.

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

[पुर्जों / उपभोग्य सामग्रियों के दस्तावेज 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 दस्तावेज का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

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