

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687769436294

अनुबंध तिथि | Generated Date : 21-Oct-2025

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2025/B/6033610](#)

अनुसूची नाम | Schedule Name: Schedule 3, Schedule 4, Schedule 9

संगठन विवरण Organisation 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
खरीदार विवरण Buyer Details	
पद Designation :	VUPPALA SRIKANTH DY MGR MM
संपर्क नंबर Contact No. :	0663-2542521-
ईमेल आईडी Email ID :	mmpur2c.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	
आईएफडी सहमति IFD Concurrence :	No
प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval :	GM (MM)/HOD
वित्तीय अनुमोदन का पदनाम Designation of Financial Approval :	Sr. Mgr. (Fin)
भुगतान प्राधिकरण विवरण Paying Authority Details	
Role:	PAO
भुगतान का तरीका Payment Mode:	Internet Banking
पद Designation :	S M KUMAR MGR FIN
ईमेल आईडी Email ID :	sm.kumar7954@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 :	1585200001210190
कंपनी का नाम Company Name :	SWASTIK TRADING COMPANY
संपर्क नंबर Contact No. :	09078340730
ईमेल आईडी Email ID :	swastiktrading.bbsr@gmail.com
पता Address :	Plot No.1063 B,jay Durga Nagar,Laxmisagar,Bhubaneswar, Khurda (khordha), ODISHA-751006, -
एमएसएमई पंजीकरण संख्या MSME Registration number :	UDYAM-OD-19-0053227
जीएसटीआईएन GSTIN:	21ABIPS8434R1ZY (R)

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
एमएसई सामाजिक श्रेणी MSE Social Category :	General
एमएसई लिंग श्रेणी MSE Gender :	Male

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

वितरण निर्देश | Delivery Instructions : NA

उत्पाद विवरण Product Details						
#	आइटम विवरण Item Description	आइटम विवरण Ordered Quantity	इकाई Unit	इकाई मूल्य (INR) Unit Price (INR)	कर विभाजन (INR) Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित) Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम Product Name : 400 kW Induction motor 3.3 kV 4 pole ब्रांड Brand : MARATHON ब्रांड प्रकार Brand Type : NA कैटलॉग की स्थिति Catalogue Status: NA कैसे बेचा जा रहा है Selling As : NA	8	set	1,527,000	NA	12,216,000

	श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : NA (-) मॉडल Model: 355 एचएसएन कोड HSN Code: HSN not specified by seller					
2	उत्पाद का नाम Product Name : 650 KW induction motor 3.3 KV 4 pole ब्रांड Brand : MARATHON 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: 400 एचएसएन कोड HSN Code: HSN not specified by seller	2	set	3,422,000	NA	6,844,000
3	उत्पाद का नाम Product Name : 700 kW Induction motor 6.6 kV 4 pole ब्रांड Brand : MARATHON 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: 450 एचएसएन कोड HSN Code: HSN not specified by seller	2	set	3,811,400	NA	7,622,800
कुल ऑर्डर मूल्य Total Order Value (in INR)						26,682,800

परोक्षिती विवरण | Consignee Detail

क्र.सं. S.No	परोक्षिती 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-ibva.mcl@coalindia.in संपर्क Contact : -9438493827- जीएसटीआईएन GSTIN : 21AABCM5188P1Z3 पता Address : Office of the General Manager, Ib-Valley Area, MCL, Brajrajnagar, Dist: Jharsuguda, ODISHA-768216, Jharsuguda, ODISHA-768216, India	400 kW Induction motor 3.3 kV 4 pole	-	2	21-Oct-2025	19-Apr-2026
2	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	650 kW induction motor 3.3 KV 4 pole	-	2	21-Oct-2025	19-Apr-2026
3	पद Designation :- ईमेल आईडी Email ID : depot-off-jaga.mcl@coalindia.in संपर्क Contact : 0094-38073316- जीएसटीआईएन GSTIN : 21AABCM5188P1Z3 पता Address : Office of the Depot Officer, Central/Regional Stores, Jagannath /Area, P.O. Balanda, ANGUL, ODISHA-759116, India	400 kW Induction motor 3.3 kV 4 pole	-	1	21-Oct-2025	19-Apr-2026
4	पद Designation :- ईमेल आईडी Email ID : depot-off-lkpa.mcl@coalindia.in संपर्क Contact : 094-38493852- जीएसटीआईएन GSTIN : 21AABCM5188P1Z3 पता Address : Office of the Chief General Manager, Mahanadi Coalfields Limited, Lakhanpur Area, At/PO Bandhbahal, Via, Belpahar, JHARSUGUDA, ODISHA-768211, India	400 kW Induction motor 3.3 kV 4 pole	-	2	21-Oct-2025	19-Apr-2026
		700 kW Induction motor 6.6 kV 4 pole	-	2	21-Oct-2025	19-Apr-2026
5	पद Designation :- ईमेल आईडी Email ID : depot-off-bhra.mcl@nic.in संपर्क Contact : 06760-296236- जीएसटीआईएन GSTIN : 21AABCM5188P1Z3 पता Address : OFFICE OF THE GENERAL MANAGER, BHARATPUR AREA, AT PO N.S.Nagar, Bharatpur, Via Talcher, Dist Angul 759148, ANGUL, ODISHA-759148, India	400 kW Induction motor 3.3 kV 4 pole	-	3	21-Oct-2025	19-Apr-2026

Product Specification for 400 kW Induction motor 3.3 kV 4 pole

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

विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:

mnp.gem.gov.in/catalog_data/catalog_support_document/40/74/747/CatalogAttrs/SpecificationDoc

1. SpecificationDocument1	ument/2025/4/11/2025_04_11_13_21_27_gem-bidding-6033610_2025-04-11-13-21-29_a36b698fdee5cc98d3ab0e81c8711b7e.pdf
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खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/2923005/54/78/703/CatalogAttrs/SpecificationDocument/2025/3/6/400_kw_3-3_kv_ht_motor_-2_2025-03-06-11-53-51_d4584a321b3c0053225a1957111e1103.pdf
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Product Specification for 650 KW induction motor 3.3 KV 4 pole

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/40/74/747/CatalogAttrs/SpecificationDocument/2025/4/11/2025_04_11_13_24_09_gem-bidding-6033610_2025-04-11-13-24-10_407e46359ee4cf51d21b3c08551a38a1.pdf
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खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/2923005/54/78/703/CatalogAttrs/SpecificationDocument/2025/3/6/650_kw_3-3_kv_ht_motor_2025-03-06-11-55-28_4878f6680dbfa426376db3899998b68f.pdf
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Product Specification for 700 kW Induction motor 6.6 kV 4 pole

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/40/74/747/CatalogAttrs/SpecificationDocument/2025/4/11/2025_04_11_13_42_46_gem-bidding-6033610_2025-04-11-13-42-47_c0d96e34ef3cd6bf1ab0d22c191db326.pdf
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खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/2923005/54/78/703/CatalogAttrs/SpecificationDocument/2025/3/6/700_kw_6-6_kv_ht_motor_2025-03-06-12-05-29_356dfd31d8416bc13118d9a453806a5.pdf
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शुद्धिपत्र | Corrigendum

1. तक बढ़ाया गया | Extended Upto : 2025-04-12 12:00:00

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

2. Buyer Added Bid Specific Terms and Conditions-

2.1 *Scope of Supply:*

Scope of supply (Bid price to include all cost components) : Only supply of Goods

2.2 *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.

2.3 *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.](#)

2.4 *Buyer Added Bid Specific ATC:*

Buyer Added text based ATC clauses

All Bidders are required to submit following documents in support of Eligibility & Provenness/Experience criteria:

A: Technical Terms and Conditions

1. All Bidders are required to submit following documents during bid submission for eligibility and experience criteria.
 - i. Bid specific authorization containing bid no. from manufacturer of tendered items, in case bidder is reseller / dealer/ agent etc.
 - ii. Documents in support of Provenness/Experience Criteria: All bidders are required to submit supply order /rate contact copies of quoted model & similar equipment along with performance reports or Self-Certificate in the attached format, along with Proof of Payment against the Purchase Order(s)/Rate Contract(s) and commissioning certificate(s) (in case of Equipment, P&M, etc. where installation & commissioning is required) as per provenness / experience criteria.
 - iii. Documents related to Micro- Small manufacturing enterprise (MSE) status for tendered items, in case bidder is manufacturer of tendered items and bidder wants benefit of Public Procurement Policy.
 - iv. 'Proforma for Equipment and Quality Control', in case bidder is MSE/Startup manufacturer of tendered items and bidder wants to avail relaxation in provenness/experience criteria.
 - v. Self-attested TPS/ Buyer Specification Document of the tendered items.
 - vi. Details to be declared by bidders: Make & Model of the offered/quoted Motors.

2. Pre-dispatch inspection at Seller premises: Pre-dispatch inspection at Seller premises: Before dispatch, the goods will be inspected by our Inspection Agency (CMPDIL) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Inspection charges @ 1% + applicable GST of order value shall be paid to CMPDIL by the seller. Seller will provide all facilities to carry out necessary Tests as required. Seller shall pay the Pre-dispatch inspection charge through e-mode through State Bank Collect. Visit CMPDI site www.cmpdi.co.in & click on the link of State Bank Collect to pay Inspection Fee & follow the steps therein. Seller shall notify CMPDI through e-mail about readiness of goods for pre-dispatch inspection, with a copy to the Buyer. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. CMPDI may be informed for pre-dispatch inspection, at least 15 days prior to the due date of delivery period.

In case materials are rejected on first inspection, all charges such as boarding & lodging, Travelling, inspection fee etc. for subsequent inspection shall be borne by the supplier.

**(Note: CMPDI charges @ 1% + applicable GST are to be included in the price quoted against the bid. Sellers are requested to be attentive while quoting your rate. No additional claims/ separate bills/invoice for CMPDI Charges shall be entertained.)*

3. Inspection: - Final inspection of the materials shall be carried out at the consignee's end by staff officer (E&M) of the respective area or his authorized representative.

4. Warranty: Warranty shall remain valid for eighteen (18) months from the date of receipt and acceptance of material at consignee's end or twelve (12) months from the date of its use/fitment/commissioning, whichever is earlier. All cases of warranty replacement of failed item will be decided on the basis of joint inspection of the failed item held between the user and the manufacturer's representative. The supplier will have to depute representative for joint inspection within 10 days of intimation of warranty failure. In case if he fails to come for joint inspection within 10 days of intimation, the warranty claim raised by the consignee shall be treated as final and supplier will be liable to make warranty replacement of the failed item.

5. **PROVENNESS / EXPERIENCE CRITERIA:**
 - 1.1 The equipment offered by the tenderer shall be considered proven provided one (01) number of quoted model or similar equipment must have been supplied by the bidder (or Manufacturer/ OEM in case bidder is not the manufacturer) in India to mining industry and or to the other Industries (Private or Government / Public Sector Undertaking) and performed satisfactorily for a minimum period of one year from the date of commissioning. The performance of only those equipment would be considered for assessing provenness which have been commissioned one (01) year prior to the date of opening of tender but not prior to five (05) years from the date of opening of tender.

If the bidder claims provenness of the quoted model based on similar equipment, acceptance criteria for similar equipment shall be as per sub clause 1.8 below.

Note: In case of Trial Orders placed by CIL and Subsidiaries, the Trial Order quantities will be considered for provenness.

1.2 In case the quoted model or similar equipment has not been supplied by the bidder (or Manufacturer in case bidder is not the manufacturer) in India or if supplied and commissioned in India but the same has not completed required years of performance for provenness as mentioned above, the offered equipment will be considered proven if the minimum worldwide population is one (01) no. of offered or similar equipment which have been commissioned 1 year prior to the date of opening of tender but not prior to 5 years from the date of opening of tender and performed satisfactorily for a minimum period of 1 year from the date of commissioning. The worldwide population of the bidder will be considered for provenness only when the bidder gives an undertaking that it has not supplied the quoted model or similar equipment in India or if supplied and commissioned in India, the same has not completed required years of performance for provenness as mentioned above at sub clause- 1.1.

If the bidder claims provenness of the quoted model based on similar equipment, acceptance criteria for similar equipment shall be as per sub clause- 1.8 below.

1.3 In case the indigenous manufacturer is quoting the same / similar type & model of the equipment as supplied by their foreign collaborator / foreign principal worldwide in the past and the quoted model of indigenous manufacturer has either not been supplied in India or if supplied and commissioned in India, but the same has not completed the required years of performance for provenness as mentioned above, the quoted model will be considered proven if the minimum worldwide population is one (01) no. of quoted model or similar equipment which have been commissioned 1 year prior to the date of opening of tender but not prior to five (05) years from the date of opening of tender and performed satisfactorily for a minimum period of one (01) year from the date of commissioning. However, for worldwide population, foreign collaborator's experience of supplying the offered or similar equipment worldwide shall be considered only if the indigenous manufacturer submits self-certified copy of their collaboration agreement with the foreign collaborator which should be valid as on the date of opening of the tender and should also remain valid at least upto supply and commissioning of the last equipment covered in the contract. However, the principal manufacturer will confirm to ensure supply of spares & consumables and service support for smooth running of the equipment throughout its life. Further, if any indigenous content is added by the indigenous manufacturer in the quoted model of the equipment, the foreign collaborator will give an undertaking for successful performance of the equipment with the indigenization carried out by the indigenous manufacturer during lifetime of the equipment.

If the bidder claims provenness of the quoted model based on similar equipment, acceptance criteria for similar equipment shall be as per sub clause- 1.8 below.

If the documents are related to the OEM or principal, the self-certification of OEM or principal shall also be required.

1.4 In case the indigenous manufacturer is quoting the same / similar type & model of the equipment as supplied by their licensor having valid IPR (Intellectual Property Right) for the same type & model of equipment being offered worldwide in the past and the quoted model of indigenous manufacturer has either not been supplied in India or if supplied and commissioned in India, but the same has not completed the required years of performance for provenness as mentioned above, the quoted model will be considered proven if the minimum worldwide population is one (01) no. of quoted model or similar equipment which have been commissioned one (01) year prior to the date of opening of tender but not prior to five (05) years from the date of opening of tender and performed satisfactorily for a minimum period of one (01) year from the date of commissioning. However, for worldwide population, the bidder's and licensor's experience of supplying the offered or similar equipment worldwide shall be considered only if the indigenous manufacturer submits self-certified copy of their License Agreement with the company having valid IPR for the equipment being offered, which should be valid as on the date of opening of the tender and should also remain valid at least upto supply and commissioning of the last equipment covered in the contract. The bidder and licensor for the equipment being offered will also confirm to ensure supply of spares & consumables and service support for smooth running of the equipment throughout its life. Further, if any indigenous content is added by the indigenous manufacturer in the quoted model of the equipment, the foreign collaborator will give an undertaking for successful performance of the equipment with the indigenization carried out by the indigenous manufacturer during lifetime of the equipment.

If the bidder claims provenness of the quoted model based on similar equipment, acceptance criteria for similar equipment shall be as per sub clause- 1.8 below.

If the documents are related to the OEM or principal, the self-certification of OEM or principal shall also be required.

1.5 Indian Manufacturing entity of foreign manufacturer and bidding as Indigenous manufacturer:

In case the Indian manufacturing entity of foreign manufacturer who has sufficient facility for manufacturing, supply and after sales service of same or similar equipment as supplied by their foreign (principal) manufacturer worldwide in the past and the quoted model of Indian manufacturing entity has either not been supplied in India or if supplied and commissioned in India, the same has not completed the required years of performance for provenness as mentioned above, the quoted model will be considered proven if the minimum worldwide population is one (01) no. of offered model or similar equipment thereof which have been commissioned one (01) year prior to the date of opening of tender but not prior to five (05) years from the date of opening of tender and have performed satisfactorily for a minimum period of one (01) year from the date of commissioning. However, for worldwide equipment population, the bidder's and principal manufacturer's experience of supplying the quoted or similar equipment worldwide shall be considered only if the Indian manufacturing entity submits self-certified copy of valid Legal Agreement/ Collaboration Agreement/ License Agreement/ MOU with foreign (principal) manufacturer for the equipment being offered and a declaration from the Foreign Manufacturer that all related required Intellectual Property of quoted equipment are accessible by the Indian manufacturing entity. Further, the foreign manufacturer will give an undertaking for successful performance of the equipment to be manufactured by the Indian manufacturing entity during lifetime of the equipment. The bidder and foreign principal manufacturer for the equipment being offered will also confirm to ensure supply of spares & consumables and service support for smooth running of the equipment throughout its life.

If the bidder claims provenness of the quoted model based on similar equipment, acceptance criteria for similar equipment shall be as per sub clause- 1.8 below.

If the documents are related to the OEM or principal, the self-certification of OEM or principal shall also be required.

1.6 "Satisfactory Performance" means the supplied equipment must have achieved the guaranteed annual availability, if any, as per the performance guarantee clause of the supply orders/ contracts for a minimum period of one (01) year from the date of commissioning. In case supply orders/ contracts do not have provision for guaranteed annual availability, the bidder will submit satisfactory performance report issued by end users as per benchmark regarding performance of equipment, if any, incorporated in the supply orders/ contracts against which these equipment were supplied. In case, the Performance Report(s) of the End-User(s) is not available, the bidder shall submit Self-Certificate in the attached format, along with Proof of Payment against the Purchase Order(s)/Rate Contract(s) and commissioning certificate(s) (in case of Equipment, P&M, etc. where installation & commissioning is required). The format for self-certification is given in Annexure 3.

1.7 Definition of "Similar Equipment": Motors with same or higher Power Rating and with same or higher Voltage Rating than the tendered item will be considered as similar product (only Power rating & voltage rating of Motors will be considered for evaluation of experience criteria).

1.8 Acceptance Criteria for Similar Equipment:

If the bidder claims provenness of the quoted model based on similar equipment, then the similar equipment should have performed satisfactory for a minimum period of one (01) year from the date of commissioning and the quoted model should have worked for a minimum period of six months from the date of commissioning within five (05) years from the date of opening of tender.

11. If the bidder claims provenness of the quoted model based on similar equipment and the similar equipment has performed satisfactorily for a minimum period of one year from the date of commissioning but quoted model has not worked for a minimum period of six months from the date of commissioning within five (05) years from the date of opening of tender, then the offer may be accepted subject to the following conditions:

- a. The quoted model should have been designed, manufactured and supplied to end user but has not been commissioned or if commissioned has not completed six months of operation after the commissioning. Documentary evidence for past supply of the quoted model is to be provided along with the offer.

OR

The quoted model is an upgraded version of the existing model with improved and latest drive line/ system etc. and has not been manufactured and/or supplied earlier. In such case the basic model should remain the same. Documentary evidence for past supply of the existing model whose upgraded version has been offered, is to be provided along with the offer

- b. (i) The successful bidder will be allowed to supply the quantity of first lot as indicated in Schedule of Requirement
(ii) Firm shall be required to furnish additional Performance Bank Guarantee of 100% of the total landed value of equipment along with spares & consumables for warranty period for the quantity of first lot.
- c. On satisfactory performance of all the equipment of first lot for six months from the date of commissioning to be certified by the GM (E&M)/ HOD, MCL and clearance shall be obtained from the order issuing authority for supply of remaining quantity, if any as per schedule of requirement.
- d. The additional 100% Performance Bank Guarantee shall be returned only after satisfactory performance of all the equipment supplied in first lot for six months from the date of commissioning.
- e. The original 10% PBG for the total contract value will be retained for entire contract period as per PBG clause of bid document.

Note:

In case of unsuccessful performance of the first lot of equipment supplied by the firms who qualify as per above sub clause 1.8.II, the following shall be applicable:

- i) The 100% Additional Performance Bank Guarantee for the first lot of the equipment submitted shall be encashed by MCL. Consequent upon the encashment of the 100% Bank Guarantee due to non-achievement of stipulated minimum availability percentage, the Supplier shall take back the equipment at no cost to the Purchaser and contract for the balance quantity shall be cancelled.
- ii) The original 10% performance bank guarantee shall be returned to the supplier after recovery of penalty for non-achievement of guaranteed availability in respect of first lot of equipment.
- iii) The performance of any individual equipment under this clause shall not be considered for provenness in future tenders of CIL & subsidiaries for any capacity of this type of equipment.
- iv) In case of equipment imported under Project Concessional Duty (PCD), the amount of Customs Duty Concession i.e. the differential amount of Normal Customs Duty (NCD) and PCD availed during import shall be recovered from the supplier with interest for refund to the Customs Authorities. The supplier shall deposit such amount to the purchaser on demand else the same shall be recovered from the Security Deposit Bank Guarantee / Performance Bank Guarantee of the supplier.

1.9 All bidders are required to submit supply order / rate contact copies of quoted model & similar equipment along with performance reports or Self-Certificate in the attached format(Annexure-2), along with Proof of Payment against the Purchase Order(s)/Rate Contract(s) and commissioning certificate(s) (in case of Equipment, P&M, etc. where installation & commissioning is required) as per provenness / experience criteria.

1.10 Start-ups and MSEs are exempted from Experience criteria as per GeM Bid clauses and should submit proof of quality assurance & technical capability for tendered item issued by any statutory authority in line with Relaxation of Norms for Startups & MSEs in Public Procurement regarding prior experience- prior turnover criteria as per Annexure 3.

B: Commercial Terms and conditions

1. Clarification/Shortfall documents: After evaluation of the uploaded documents, shortfall/clarification documents, if applicable, shall be sought from the bidder. For this purpose, only 1 chance will be given.

The bidder needs to upload the requested documents within the specified period and no additional time will be allowed in this regard. If the bidder does not comply or respond by the specified time and date, his tender will be liable to be rejected.

2. Representation against the Technical Evaluation in Gem:

The clarification/shortfall document submitted in the representation after technical evaluation of the offer in GeM portal will not be accepted. Only a representation about the wrong evaluation done will be considered.

3. Payment terms: 100% payment after supply and acceptance of the motors at the consignee location as per the standard GeM terms & conditions..

4. Supervision: Supervision during Installation & Commissioning of the motors will be provided by the supplier and supervision charges should be included in the quoted price. No extra payment will be made for supervision charges.

5. **EMD, Security deposit and PBG:**

EMD: EMD @2% of the estimated value of the quoted item/s.

Security BG: (ePBG in BID): The ePBG in the bid condition is considered as a Security deposit @5% of the order value for delivery period plus two months from date of issuance of order will be applicable. In case of failure to supply the material within scheduled delivery time the BG should be extended proportionately by the seller to cover the extended delivery period. SD can be converted to PBG.

PBG: 10 % of order value for warranty period plus 03 months

6. **The clarification/representation submitted against the BID document through any mode other than GeM portal will not be considered.**

7. **Restriction under Rule 144(xi) (Clause no. 26 of the GeM GTC):**The bidder is only eligible for participation in a BID on compliance of the Restriction under Rule 144(xi) (as amended vide OM No. F.7/10/2021-PPD dated 23.02.2023).

8. **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.**

The shortfall/information/documents will be sought only in case of historical documents as per GeM guidelines.

9. **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/>.**

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

11. **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-A

12. **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 the Annexure-B.

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.

13. **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 C.

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.

14. **PRICE FALL CLAUSE:** The price charged for the stores/equipment supplied against this tender by the bidder shall in no event exceed the lowest price at which the bidder sell or offer to sell the stores of identical description to any other organization during the period of contract. If the supplier at any time during the period of contract reduces the sale price, sells or offers to sell such stores/equipment to any other organization at a price lower than the price chargeable under this contract, the supplier shall forthwith notify such reduction of sale price to the MCL and the price payable under the contract for stores/equipment supplied after the date of coming in force of such reduction in sale price, shall stand correspondingly reduced and the contract be amended accordingly. The bidder need to submit the self-certificate as per the format given in Annexure-D

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 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. (Annexure-E)

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.

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 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.

15. 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.

2.5 Buyer Added Bid Specific ATC:

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

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

नोट: यह सिस्टम 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.