

Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687769435497

Generated Date | अनुबंध तिथि: 01-Dec-2023

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2023/B/3853520](#)

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

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

Seller Details विक्रेता विवरण	
GeM Seller ID जेम विक्रेता आईडी: 3021180000117799 Company Name कंपनी का नाम: BEML LIMITED Contact No. संपर्क नंबर: 09900046586 Email ID ईमेल आईडी: mmd@beml.co.in Address पता: 23/1,4TH MAIN ROAD,SAMPANGIRAM NAGAR, BANGALORE, Karnataka-560027, - MII Status एमआईआई स्थिति: True MSME verified एमएसएमई सत्यापित: No MSME Registration number एमएसएमई पंजीकरण संख्या: - GSTIN जीएसटीआईएन: 29AAACB8433D1ZU	

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

Delivery Instructions | वितरण निर्देश: NA

#	Item Description आइटम विवरण	Ordered Quantity आइटम विवरण	Unit इकाई	Unit Price (INR) इकाई मूल्य (INR)	Tax Bifurcation (INR) कर विभाजन (INR)	Price (Inclusive of all Duties and Taxes in INR) मूल्य (INR में सभी शुल्क और कर सहित)
1	Product Name उत्पाद का नाम: Water Sprinkler Brand ब्रांड: BEML Brand Type ब्रांड प्रकार: Registered Brand Catalogue Status कैटलॉग की स्थिति: Catalogue not verified by OEM Selling As कैसे बेचा जा रहा है: OEM verified Reseller Category Name & Quadrant श्रेणी का नाम और चतुर्थांश: Water Sprinkler (Q3) Model मॉडल: WS28-2 HSN Code एचएसएन कोड: 87059000	14	set	24,190,000	NA	338,660,000
2	Product Name उत्पाद का नाम: Water Sprinkler Brand ब्रांड: BEML Brand Type ब्रांड प्रकार: Registered Brand Catalogue Status कैटलॉग की स्थिति: Catalogue not verified by OEM Selling As कैसे बेचा जा रहा है: OEM verified Reseller Category Name & Quadrant श्रेणी का नाम और चतुर्थांश: Water Sprinkler (Q3) Model मॉडल: WS28-2 HSN Code एचएसएन कोड: 87059000	14	set	1,159,669.16	NA	16,235,368.24
3	Product Name उत्पाद का नाम: Water Sprinkler Brand ब्रांड: BEML Brand Type ब्रांड प्रकार: Registered Brand Catalogue Status कैटलॉग की स्थिति: Catalogue not verified by OEM Selling As कैसे बेचा जा रहा है: OEM verified Reseller Category Name & Quadrant श्रेणी का नाम और चतुर्थांश: Water Sprinkler (Q3)	14	set	1,329,105.99	NA	18,607,483.86

	Model मॉडल: WS28-2 HSN Code एचएसएन कोड: 87059000					
4	Product Name उत्पाद का नाम : Water Sprinkler Brand ब्रांड : BEML Brand Type ब्रांड प्रकार : Registered Brand Catalogue Status कैटलॉग की स्थिति: Catalogue not verified by OEM Selling As कैसे बेचा जा रहा है : OEM verified Reseller Category Name & Quadrant श्रेणी का नाम और चतुर्थांश : Water Sprinkler (Q3) Model मॉडल: WS28-2 HSN Code एचएसएन कोड: 87059000	14	set	2,497,667.9	NA	34,967,350.6
5	Product Name उत्पाद का नाम : Water Sprinkler Brand ब्रांड : BEML Brand Type ब्रांड प्रकार : Registered Brand Catalogue Status कैटलॉग की स्थिति: Catalogue not verified by OEM Selling As कैसे बेचा जा रहा है : OEM verified Reseller Category Name & Quadrant श्रेणी का नाम और चतुर्थांश : Water Sprinkler (Q3) Model मॉडल: WS28-2 HSN Code एचएसएन कोड: 87059000	14	set	4,001,325.56	NA	56,018,557.84
Total Order Value कुल ऑर्डर मूल्य (in INR)						464,488,760.54

Consignee Detail|परेषिती विवरण

S.No क्र.सं.	Consignee परेषिती	Item वस्तु	Lot No. लॉट नंबर	Quantity मात्रा	Delivery Start After दिनांक के बाद डिलीवरी शुरू करना है	Delivery To Be Completed By वितरण पूरा कब तक करना है
1	Designation पद : - Email ID ईमेल आईडी : depot-off-basa.mcl@coalindia.in Contact संपर्क : 94384-93690- GSTIN जीएसटीआईएन : 21AABCM5188P1Z3 Address पता : Mahanadi Coalfields Limited, At & Po- Basundhara, Sundargarh, Basundhara-770076, SUNDERGARH, ODISHA-770076, India	Water Sprinkler	-	2	01-Dec-2023	30-Mar-2024
		Water Sprinkler	-	2	01-Dec-2023	30-Mar-2024
		Water Sprinkler	-	2	01-Dec-2023	30-Mar-2025
		Water Sprinkler	-	2	01-Dec-2023	30-Mar-2026
		Water Sprinkler	-	2	01-Dec-2023	30-Mar-2027
2	Designation पद : - Email ID ईमेल आईडी : depot-off-ibva.mcl@coalindia.in Contact संपर्क : 99375-55915- GSTIN जीएसटीआईएन : 21AABCM5188P1Z3 Address पता : Office of the General Manager, Ib-Valley Area, MCL, Brajrajnagar, Dist: Jharsuguda, ODISHA-768216, Jharsuguda, ODISHA-768216, India	Water Sprinkler	-	1	01-Dec-2023	29-Apr-2024
		Water Sprinkler	-	1	01-Dec-2023	29-Apr-2024
		Water Sprinkler	-	1	01-Dec-2023	29-Apr-2025
		Water Sprinkler	-	1	01-Dec-2023	29-Apr-2026
		Water Sprinkler	-	1	01-Dec-2023	29-Apr-2027
3	Designation पद : - Email ID ईमेल आईडी : depot-off-lina.mcl@coalindia.in Contact संपर्क : 943-8494207- GSTIN जीएसटीआईएन : 21AABCM5188P1Z3 Address पता : LINGARAJ AREA, MAHANADI COALFIELDS LIMITED, AT/PO: Deulbera Colliery, ANGUL, ODISHA-759102, India	Water Sprinkler	-	1	01-Dec-2023	30-Mar-2024
		Water Sprinkler	-	1	01-Dec-2023	30-Mar-2024
		Water Sprinkler	-	1	01-Dec-2023	30-Mar-2025
		Water Sprinkler	-	1	01-Dec-2023	30-Mar-2026
		Water Sprinkler	-	1	01-Dec-2023	30-Mar-2027
4	Designation पद : - Email ID ईमेल आईडी : depot-off-jaga.mcl@nic.in Contact संपर्क : 94388-77340- GSTIN जीएसटीआईएन : 21AABCM5188P1Z3 Address पता : Office of the Depot Officer, Central/Regional Stores, Jagannath /Area, P.O. Baland, ANGUL, ODISHA-759116, India	Water Sprinkler	-	1	01-Dec-2023	30-Mar-2024
		Water Sprinkler	-	1	01-Dec-2023	30-Mar-2024
		Water Sprinkler	-	1	01-Dec-2023	30-Mar-2025
		Water Sprinkler	-	1	01-Dec-2023	30-Mar-2026
		Water Sprinkler	-	1	01-Dec-2023	30-Mar-2027
5	Designation पद : - Email ID ईमेल आईडी : depot-off-ikpa.mcl@coalindia.in Contact संपर्क : 094-38877590- GSTIN जीएसटीआईएन : 21AABCM5188P1Z3 Address पता : Office of the Chief General Manager, Mahanadi Coalfields Limited, Lakhanpur Area, At/PO Bandhbahal, Via, Belpahar, JHARSUGUDA, ODISHA-768211, India	Water Sprinkler	-	6	01-Dec-2023	29-May-2024
		Water Sprinkler	-	6	01-Dec-2023	29-May-2024
		Water Sprinkler	-	6	01-Dec-2023	29-May-2025
		Water Sprinkler	-	6	01-Dec-2023	29-May-2026
		Water Sprinkler	-	6	01-Dec-2023	29-May-2027
6	Designation पद : - Email ID ईमेल आईडी : depot-off-hina.mcl@coalindia.in Contact संपर्क : 06760-265350- GSTIN जीएसटीआईएन : 21AABCM5188P1Z3 Address पता : Office of the Depot Officer, Regional Stores, Hingula Area , AT/P.O/P.S - Gopal Prasad,	Water Sprinkler	-	3	01-Dec-2023	29-Apr-2024
		Water Sprinkler	-	3	01-Dec-2023	29-Apr-2024
		Water Sprinkler	-	3	01-Dec-2023	29-Apr-2025
		Water Sprinkler	-	3	01-Dec-2023	29-Apr-2026
		Water Sprinkler	-	3	01-Dec-2023	29-Apr-2026

Product Specification for Water Sprinkler

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

Seller Specification Document | विक्रेता विशिष्टता दस्तावेज़:

1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/04/27/257/CatalogAttrs/SpecificationDocument/2023/9/12/2023_09_12_17_17_25_ws28-2_spec_sheet_allison_tran_2023-09-12-17-17-28_9f3ca2ea4bc619edf7c4cac167e3bf7f.pdf	
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Buyer Specification Document | खरीदार विशिष्टता दस्तावेज़:

1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/4585073/54/78/703/CatalogAttrs/SpecificationDocument/2023/8/19/specification_document_2023-08-19-13-47-29_64a82230383b3f1a776efb0a6bd6cb1d.pdf	
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Product Specification for Water Sprinkler

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

Seller Specification Document | विक्रेता विशिष्टता दस्तावेज़:

1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/04/27/257/CatalogAttrs/SpecificationDocument/2023/9/12/2023_09_12_17_17_25_ws28-2_spec_sheet_allison_tran_2023-09-12-17-17-28_9f3ca2ea4bc619edf7c4cac167e3bf7f.pdf	
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Buyer Specification Document | खरीदार विशिष्टता दस्तावेज़:

1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/4585073/54/78/703/CatalogAttrs/SpecificationDocument/2023/8/19/specification_document_2023-08-19-13-53-43_f1ab04f810b1e95975f8d05f3bfaad94.pdf	
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Product Specification for Water Sprinkler

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

Seller Specification Document | विक्रेता विशिष्टता दस्तावेज़:

1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/04/27/257/CatalogAttrs/SpecificationDocument/2023/9/12/2023_09_12_17_17_25_ws28-2_spec_sheet_allison_tran_2023-09-12-17-17-28_9f3ca2ea4bc619edf7c4cac167e3bf7f.pdf	
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Buyer Specification Document | खरीदार विशिष्टता दस्तावेज़:

1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/4585073/54/78/703/CatalogAttrs/SpecificationDocument/2023/8/19/specification_document_2023-08-19-14-07-55_0e2e53e86ed33c4201f88686db13944a.pdf	
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Product Specification for Water Sprinkler

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

Seller Specification Document | विक्रेता विशिष्टता दस्तावेज़:

1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/04/27/257/CatalogAttrs/SpecificationDocument/2023/9/12/2023_09_12_17_17_25_ws28-2_spec_sheet_allison_tran_2023-09-12-17-17-28_9f3ca2ea4bc619edf7c4cac167e3bf7f.pdf	
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Buyer Specification Document | खरीदार विशिष्टता दस्तावेज़:

1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/4585073/54/78/703/CatalogAttrs/SpecificationDocument/2023/8/19/specification_document_2023-08-19-14-15-09_2660297567b03ed4a890830e46272a6d.pdf
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Product Specification for Water Sprinkler

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

Seller Specification Document | विक्रेता विशिष्टता दस्तावेज़:

1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/04/27/257/CatalogAttrs/SpecificationDocument/2023/9/12/2023_09_12_17_25_ws28-2_spec_sheet_allison_tran_2023-09-12-17-28_9f3ca2ea4bc619edf7c4cac167e3bf7f.pdf
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Buyer Specification Document | खरीदार विशिष्टता दस्तावेज़:

1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/4585073/54/78/703/CatalogAttrs/SpecificationDocument/2023/8/19/specification_document_2023-08-19-14-17-22_0836405523bb7c2355a455433fa6ca55.pdf
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Corrigendum | शुद्धिपत्र

1. **Extended Upto** | तक बढ़ाया गया : 2023-09-23 16:00:00

Price Bifurcation Excel File details | मूल्य द्विभाजन एक्सेल फ़ाइल विवरण: [Self Propelled Tyre mounted Water Sprinkler Capacity 28KL Along With 01+03Y Warranty/GuaranteeSpares](#)

ePBG Detail | ईपीबीजी विवरण

Advisory Bank सलाहकार बैंक :	State Bank of India
ePBG Percentage(%) ईपीबीजी प्रतिशत (%) :	10.00

The bidder shall furnish ePBG as applicable as per bid's terms and conditions | बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा

Terms and Conditions | नियम और शर्तें**1. General Terms and Conditions-**

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

2. Buyer Added Bid Specific Terms and Conditions-**2.1 Scope of Supply:**

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

2.2 Forms of EMD and PBG:

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

MAHANADI COALFIELDS LIMITED

payable at
SAMBALPUR

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

2.3 Forms of EMD and PBG:

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

2.4 Forms of EMD and PBG:

Bidders can also submit the EMD with Banker's Cheque in favour of

MAHANADI COALFIELDS LIMITED

payable at

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

2.5 Certificates:

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

2.6 Generic

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

2.7 Generic

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

2.8 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Additional Terms and Conditions-

Procurement of 14 Nos. Self Propelled, wheeled(Tyre mounted) Water Sprinkler Capacity 28KL With Mist Systems and Fire Fighting System Including Design, Manufacture, Delivery, Erection, Commissioning and performance Testing along with 01year Warranty Spares & Consumables and 03Years Guarantee Spares beyond warranty for Lakhanpur OCP (06Nos), Lajkura OCP (01Nos), Basundhara (W) OCP (01No), Kulda OCP OCP (01No), Hingula OCP (01No), Ananta OCP (01No), Lingaraj OCP (01No) and Balam OCP (02No) 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 of 2% for the Bid.
2. The Supplier is required to provide a complete package of equipment for the supply of 14 Nos. Self Propelled, wheeled(Tyre mounted) Water Sprinkler Capacity 28KL With Mist Systems and Fire Fighting System to open cast (surface) coal mining projects of MCL: The supplier is required to bid for the Equipment Package Including Design, Manufacture, Testing, Delivery, on Site Erection and Commissioning along with 1year Warranty Spares and 03years Guarantee Spares at the coal-mining project.
3. **Quoting of Prices in this GeM Bid:** (Landed price of the Equipment Including GST+ Landed Price of 01st Year warranty spares Including GST+ Landed Price of 01st Year Guarantee Spares Including GST with NPV + 02nd Year Guarantee Spares Including GST with NPV+03rd Year Guarantee Spares Including GST with NPV).
4. **Performance Bank Guarantee for Equipment Along with 01st Year Warranty Spares and 03Years Guarantee Spares and Consumables:**
 - a. The successful bidder shall be required to furnish a Performance Guarantee equivalent to 10% value of the total landed value of the contract (including all taxes, duties and other costs and charges).
 - 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 48 months (01+03Years) of Warranty/Guarantee period from the accepted date of Commissioning.*
 - d. The PBG shall be submitted sufficiently in advance (say 3-4 weeks) to enable its verification from the issuing bank, before submission of the invoice for 80% payment of the particular goods/ equipment's.
 - e. The release of the Performance Bank guarantee(s) after above indicated period, shall be subject to satisfactory performance of the equipment/ items during the warranty period and fulfillment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. The Performance Bank Guarantee shall be released after expiry of warranty period if no claim is pending, with the approval of the concerned HOD (MM)/Area GM.
 - f. The PBG will be submitted through Structured Financial Management System (SFMS).
 - g. In cases where the supplier does not submit the PBG in time or as per the prescribed format in line with the contract stipulations, the PBG amount may be deducted from the first bill or in case of insufficient amount, from subsequent bill(s) of the supplier till the full PBG amount is deducted. This amount shall be refunded to the supplier upon acceptance of PBG submitted by them.
 - h. GST shall be applicable on Performance Guarantee forfeiture and will be extra and recovered from suppliers/bidders.
 - i. PBG is to be submitted as per the Annexure-A, along with SFMS confirmation.
 - j. **Procedure for submitting Bank Guarantee through SFMS:**
 - i. The bank guarantees issued by the issuing bank on behalf of contractor, supplier, customer in favour of Mahanadi Coalfields Limited shall be in paper form as well as Structured Financial Messaging System (SFMS).
 - ii. MCL has chosen State Bank of India and ICICI Bank to act advising/beneficiary bank of MCL. The bank issuing the guarantee can choose either of these banks to send confirmation through SFMS.
 - iii. The details of beneficiary (i.e. MCL) for issue of bank guarantee in SFMS platform is as furnished as below.

a)State Bank of India as advising bank of MCL

1.	Name and details of the Beneficiary	i.	Name	Mahanadi Coalfields Limited
		ii.	Area	MCL HQ Sambalpur
		iii.	Name of Bank	State Bank of India
		iv.	Bank Account No.	010659453016
		v.	Department	MM Department, MCL HQ
		i.	Name of Bank	State Bank of India

2.	Beneficiary's Advising Bank, Branch and Address for Confirmation of BGs through SFMS	ii.	Bank Branch Name	MCL Complex Burla
		iii.	Branch Code	07749
		iv.	Beneficiary Bank Branch IFSC	SBIN0007749
		v.	Beneficiary Bank Address	MCL Complex, Jagriti Vihar, Burla, Sambalpur-768020

b) ICICI Bank as advising bank of MCL

1.	Name and details of the Beneficiary	i.	Name	Mahanadi Coalfields Limited								
		ii.	Area	MCL HQ Sambalpur								
		iii.	Name of Bank	ICICI Bank								
		iv.	Bank Account No.	019405003862								
		v.	Department	MM, HQ								
2.	Beneficiary's Advising Bank, Branch and Address for Confirmation of BGs through SFMS	i.	Name of Bank	ICICI Bank								
		ii.	Bank Branch Name	Sambalpur								
		iii.	Branch Code	0194								
		iv.	Beneficiary Bank Branch IFSC	ICIC0000194								
		v.	Beneficiary Bank Address	Paradise Chamber, Infront of Jagannath Temple, Budharaja, Sambalpur -768004								
<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 A/C No.019405003862</td> </tr> <tr> <td>7037</td> <td>MCL224951</td> </tr> </tbody> </table> <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>					SFMS Field No.	Details	7035	IFSC Code: ICIC0000194	7036	ICICI BANK LIMITED, PARADISE CHAMBER, IN FRONT OF JAGANNATH TEMPLE, BUDHARAJA, SAMBALPUR, ORISSA-768004 A/C No.019405003862	7037	MCL224951
SFMS Field No.	Details											
7035	IFSC Code: ICIC0000194											
7036	ICICI BANK LIMITED, PARADISE CHAMBER, IN FRONT OF JAGANNATH TEMPLE, BUDHARAJA, SAMBALPUR, ORISSA-768004 A/C No.019405003862											
7037	MCL224951											

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

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

of confirmation of Bank Guarantee.

- vi. The beneficiary's bank/advising bank shall send a copy of advice received under SFMS mode to Finance HQ through e-mail (i.e. email ids gm-fin.mcl@coalindia.in & 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 along with 01st Year Warranty Spares and 03Years Guarantee Spares and Consumables:

- 5.1 The successful bidder will have to submit Security Deposit for the 10% value of the total landed value of the contract for Equipment along with 01st Year Warranty Spares and 03Years Guarantee Spares and Consumables including all taxes, duties and other costs and charges, without considering Input Tax Credit in the form of e-PBG.
- 5.2 The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee in case of supply contracts /rate/running contracts and in case of contracts for equipment involving installation and commissioning , 3 months after the supply and commissioning of all the equipment covered in the contract.
- 5.3 All Central/State Government organization/PSUs shall be exempted from submission of Security Deposit.

6. **L-1 Decision:** The L-1 will be decided after consideration of Landed Price in the following manner= Landed price of the Equipment Including GST+ Landed Price of 01st Year warranty spares Including GST+ Landed Price of 01st Year Guarantee Spares Including GST with NPV + 02nd Year Guarantee Spares Including GST with NPV+03rd Year Guarantee Spares Including GST with NPV as per excel financial bid uploaded, with GeM Portal Provisions. The discounting factor considered for NPV is 10.10%as per latest base rates available.

7. **Price Breakup after RAP:** A detailed Price Break up of Equipment and its 01st year warranty Spares & Consumables and 03Years Guarantee Spares & Consumables after warranty period is to be submitted after completion of Reverse auction process. The Bidders are requested to fill the price break up in excel format and upload the same (in PDF format) in financial document uploaded with this Bid, specifying Equipment Cost, Warranty Spares & Consumables for 01 year and Guarantee Spares & Consumables for 03Years after warranty period respectively.

8. **INSPECTION:**

- 8.1 **Pre-dispatch Inspection:** Pre-dispatch inspection at any stage before dispatch of Equipment at your premises shall be carried out by Authorized representative of General Manager (Excvt)/HOD, MCL. In case the materials are rejected on first inspection, all charges, boarding, lodging, TA, inspection fee etc. for subsequent inspection shall be borne by you.
- 8.2 **Final Inspection:** Final inspection of Equipment/Spares & Consumables shall be carried out at the consignee's end before acceptance of materials by SO (Excvt) of the concerned area. MCL shall at its discretion have the right to test the supplied materials in any Government testing laboratory. The sample of materials used for testing shall be on your account. If the test shows that the materials are conforming to the specification, the supplied materials shall be accepted and the testing charges shall be borne by the department. However, if the test shows that the materials are not conforming to the specifications, the supplied materials shall not be accepted and the testing charges shall be borne by you and the materials shall be removed and replaced by you within a reasonable time.

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

11. **Shortfall Documents:** During evaluation, shortfall documents, if required, will be sought from the bidders. For this purpose, Only one chance of 7 days duration shall be given to the bidder to upload the Shortfall Documents. No shortfall documents will be sought from the Bidder if the bidder is technically rejected due to Basic Eligibility/ Provenance 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 HUDC O	House No.324, Sector-4 , Panchkula-134112 (Haryana)	-	Dhingra.kld@gmail.com
Shri. Ashish Bahuguna (IAS Retd)	E-12/7, Vasant Vihar, New Delhi-110057	-	a.bahuguna55@gmail.com

14. Payment of Equipment in Indian Rupees:

- i. 80% value of the equipment and 100% taxes and duties and other charges excluding erection & commissioning charges shall be made within 21 days after receipt and acceptance of materials at site at the consignee's end and submission of Performance Bank Guarantee valid till 3 months after the completion of (1year warranty and 03years Guaranteed) contract period from the date of commissioning of all the equipment covered in the contract.**
- ii. Balance 20% payment including erection & commissioning charges shall be made after successful completion of erection, testing, commissioning and final acceptance of the equipment (along with the accessories) upon presentation of successful commissioning certificate, signed by the concerned officials of the Project and counter-signed by the Area General Manager and HOD of Excavation Deptt MCL HQ and confirmation of receipt of DRR by the paying authority.**
- iii. Payment of Spares & Consumables for Warranty/Guarantee periods if supplied partially "in case" the payment will be processed through SAP instead of GeM Portal respectively. However if there is any discrepancies faced in processing the bills through GeM portal the same will be regularized through SAP accordingly.**

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

16. Delivery Schedule For Equipment along with 01 year Warranty Spares & Consumables: For item sl no 01 Equipment: To supply 04Nos of Equipment along with 1st year warranty spares & consumables within 04(Four) months and 04Nos of Equipments along with 1st year warranty spares & consumables within 05(Five) months and remaining 06Nos of Equipments along with 1st year warranty spares & consumables within 06(Six) months from the date of receipt of Supply Order on FOR destination basis. However, early supply shall be appreciated.

16.1 For Spares & Consumables for Guarantee Period of 03 years (starting after warranty period of Equipment) Supply of these spare parts and consumables shall start before 30 days prior to commencement of respective guaranteed operational year and should be completed before beginning of respective guaranteed operational year for smooth maintenance & operation of the equipment.

16.2 If Guaranteed Spares & Consumables Supplied in Lots: Delivery of 1st lot of spares & consumables shall start before 30 days prior to commencement of respective guaranteed operational year and should be completed before beginning of commencement of respective guaranteed operational year to ensure smooth operation of the equipment. Further supply of 2nd lot shall be planned in such way that the same shall be made available before stock out of 1st lot quantity. Further supply of 3rd lot shall be planned in such way that the same shall be made available before stock out of 2nd lot quantity. The supply of Guaranteed Spares & Consumables should be completed before the commencement of next operational year.

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

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

- 17. EMD Exemption:** All Central/State Government organization/PSUs shall be exempted from submission of EMD. For detailed list of EMD exemptions please refer General Terms & Conditions of GeM.
- 18. A detailed Final price breakup of Equipment Cost, Cost of Warranty Spares for 01Years and Cost of Guarantee Spares for 03years 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 in the Format attached at Annexure-E.**

Annexure-A

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

Reference: CIL/Subsidiary Co. _____ Tender 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.

ANNEXURE-B

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 fulfilment of the contract, the bidder shall be held responsible for the same.

Illment 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

Undertaking by the Indian selling agents/dealers/distributors authorized by OEM/OPM

(On Letter Head of the Bidder)

GeM Bid No.:

We M/s. Undertake the following:

- i) That we will be responsible for all the contractual obligations including quality aspects, replacement of part/items and warranty/ guarantee obligations
- ii) That we will be responsible for providing the required after sale service
- iii) That our Business Entity is in existence for more than 3 years as on the date of this Tender opening

(Signature)

(Name)

(Designation)

(Seal)

Signed for and on behalf of [Name of Indian selling agents/dealers/distributors authorized by Indian manufacturer].

Annexure-D

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)

Messers 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 the dues of the Company in respect of the said sum of Rs are fully satisfied and the company certifies that the agreement has been fully carried out by the contractor and discharges the guarantee.

The Bank further agrees with the Company that the Company shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agree

ment 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-E

SELF DECLARATION CERTIFICATE 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)

(To be given in bidder's detailed letter head)

Ref: GeM Bid No. _____ Dated _____

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority, I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]".

Date: Bidder's Signature with Seal

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 1st Year of Guarantee 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			

For Consumables Spares & Consumables for 2nd Year of Guarantee period (3rd 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				

For Consumables Spares & Consumables for 3rd Year of Guarantee period (4th 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				

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

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

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

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।