

## Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687704334961

Generated Date | अनुबंध तिथि: 25-Nov-2023

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2023/B/3915354](#)

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 : mmpur1c Contact No.   संपर्क नंबर : - Email ID   ईमेल आईडी : mmpur1c.mcl@coalindia.in GSTIN   जीएसटीआईएन : - 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 : GM(MM)/HOD Designation of Financial Approval   वित्तीय अनुमोदन का पदनाम : CM(Finance)	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 : C670190000918196 Company Name   कंपनी का नाम : AQUA MACHINERIES PRIVATE LIMITED Contact No.   संपर्क नंबर : 08000155323 Email ID   ईमेल आईडी : invoice@aquapumps.com Address   पता : S. NO. 504/1+2, 442/2, NR. HARIDARSHAN ESTATE, NEAR HARIDARSHAN ESTATE, RAMOL, VATVA, AHMEDABAD, GUJARAT-382445, - MII Status   एमआईआई स्थिति : True MSME verified   एमएसएमई सत्यापित : No MSME Registration number   एमएसएमई पंजीकरण संख्या : - GSTIN   जीएसटीआईएन : 24AACCP3014A1ZB	

\*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 : ABS Brand   ब्रांड : Pullen Brand Type   ब्रांड प्रकार : Registered Brand Catalogue Status   कैटलॉग की स्थिति : Catalogue not verified by OEM Selling As   कैसे बेचा जा रहा है : Reseller not verified by OEM Category Name & Quadrant   श्रेणी का नाम और चतुर्थांश : ABS (Q3) Model   मॉडल : ABS HSN Code   एचएसएन कोड : 84137010	2	set	2,265,000	NA	4,530,000
Total Order Value   कुल ऑर्डर मूल्य (in INR)						4,530,000

Consignee Detail   परेषिती विवरण						
S.No   क्र.सं.	Consignee   परेषिती	Item   वस्तु	Lot No.   लॉट नंबर	Quantity   मात्रा	Delivery Start After   दैनिक के बाद डिलीवरी शुरू करना है	Delivery To Be Completed By   वितरण पूरा कब तक करना है
	Designation   पद : - Email ID   ईमेल आईडी : depot-off-tala.mcl@coalindia.in					

1	Contact   संपर्क : 6760-268856- GSTIN   जीएसटीआईएन : 21AABCM5188P1Z3 Address   पता : Office of the General Manager Talcher Area ATPO Dera Colliery Angul, ANGUL, ODISHA-759103, India	ABS	-	2	25-Nov-2023	24-Mar-2024
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### Product Specification for ABS

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

### Seller Specification Document | विक्रेता विशिष्टता दस्तावेज़:

1. <a href="#">SpecificationDocument1</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/00/16/753/CatalogAttrs/SpecificationDocument/2023/9/14/2023_09_14_17_57_12_tech_specification_2023-09-14-17-57-39_d061aecc4f6195048e50dceb767a37c4.pdf
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### Buyer Specification Document | खरीदार विशिष्टता दस्तावेज़:

1. <a href="#">SpecificationDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/4585077/54/78/703/CatalogAttrs/SpecificationDocument/2023/9/5/tps_new_2023-09-05-10-39-48_ac09c73a1f45d95e6345d89bb6ef876d.pdf
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### Corrigendum | शुद्धिपत्र

1. **Extended Upto** | तक बढ़ाया गया : 2023-10-05 14:00:00
2. **Extended Upto** | तक बढ़ाया गया : 2023-10-10 14:00:00

### 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 and Commissioning 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 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

### Additional Terms and Condition of GEM Bid Document

- A. Make and Model of pump should be same in every document. Differences in make and model of pump may lead to cancellation of offer.
- B. Documents to be submitted by bidder during bid submission:-
  - a. Bid specific authorization containing bid no. from manufacturer of pump.
  - b. Documents related to Micro-Small enterprise status of firm for tendered items.
  - c. Documents related to Provenness / Experience criteria (refer Provenness / Experience criteria of bid document)
  - d. Basic details of the pump sets as per Technical Parameter Sheet / Buyer's specification document
  - e. Self-attested Technical Parameter Sheet / Buyer Specification Document of pump set
  - f. Completely filled up copy of PROFORMA FOR EQUIPMENT AND QUALITY CONTROL (Annexure-1) for MSEs and Start-ups, if availing relaxation in experience criteria.
- C. Payment and Commissioning terms: 80 % payment after supply and 20 % payment after commissioning of goods.
- D. Time period for commissioning of pump set after clearance of site: 45 days.
- E. 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 repre

native 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.

F. 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](http://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.

\*(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.)

G. Security Deposit:

- a) The successful L-1 bidder shall submit Security deposit for the 10% value of the total landed value of the contract including all taxes, duties and other costs and charges, without considering Input Tax Credit for a period of 7 months (i.e., 4 months delivery period + 3 months additional) which is opted in place of e-PBG.
- b) The Security Deposit shall be in the form of a Bank Demand Draft or in the form of a Bank Guarantee in the prescribed format from a RBI Scheduled Bank in purchaser's country (on a non-judicial stamp paper) within 15 days from date of notification of award or placement of order.
- c) Security Deposit will be released with the approval of HOD of MM Department/ Area GM within 30 days after completion of supplies and acceptance of material by the consignee in case of supply contractor after successful commissioning and on receipt of confirmation of Performance Bank Guarantee(s) for all the equipment covered in the contract in case of contracts for equipment and all those items/ goods involving installation and commissioning and PBG.
- d) 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. Whenever Security Deposit is converted into PBG, the operation of such SDBG/ Performance BG shall be guided by Performance Bank Guarantee Clause.

H. Performance Bank Guarantee:

1. 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).
2. 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.
3. The PBG (s) shall remain valid for 18 months from the date of supply.
4. 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.
5. The release of the Performance Bank guarantee(s) (Annexure-3) 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.
6. The PBG will be submitted through Structured Financial Management System (SFMS).
7. 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.
8. PBG is to be submitted as per the Annexure-A, along with SFMS confirmation.
9. **Procedure for submitting Bank Guarantee through SFMS:**
  - a. The bank guarantees issued by the issuing bank on behalf of contractor, supplier, customer in favor of Mahanadi Coalfields Limited shall be in paper form as well as Structured Financial Messaging System (SFMS).
  - b. 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.
  - c. The details of beneficiary (i.e. MCL) for issue of bank guarantee in SFMS platform is as furnished as below.

**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	MCL Complex, JagritiVih

			<b>Address</b>	ar, Burla, Sambalpur-76 8020
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**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, Budharaaja, Sambalpur -768004								
The applicant's bank transmitting the Bank Guarantee through SFMS needs to mention the following details for Beneficiary Bank.												
<table border="1"> <thead> <tr> <th>SFMS Field No.</th> <th>Details</th> </tr> </thead> <tbody> <tr> <td>7035</td> <td>IFSC Code: ICIC0000194</td> </tr> <tr> <td>7036</td> <td>ICICI BANK LIMITED, PARADISE CHAMBER, IN FRONT OF JAGANNATH TEMPLE, BUDHARAJA, SAMBALPUR, ORISSA-768004  A/C No.019405003862</td> </tr> <tr> <td>7037</td> <td>MCL224951</td> </tr> </tbody> </table>					SFMS Field No.	Details	7035	IFSC Code: ICIC0000194	7036	ICICI BANK LIMITED, PARADISE CHAMBER, IN FRONT OF JAGANNATH TEMPLE, BUDHARAJA, SAMBALPUR, ORISSA-768004  A/C No.019405003862	7037	MCL224951
SFMS Field No.	Details											
7035	IFSC Code: ICIC0000194											
7036	ICICI BANK LIMITED, PARADISE CHAMBER, IN FRONT OF JAGANNATH TEMPLE, BUDHARAJA, SAMBALPUR, ORISSA-768004  A/C No.019405003862											
7037	MCL224951											
BG Applicant is to specifically ask BG issuing bank to mention the code 'MCL224951' in field no 7037 of IFN760COV/IFN767COV so as to enable the email IDs tagged with the account to receive advised BG over emails.												

10. 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.
11. 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.
12. The beneficiary's bank/advising bank shall send a copy of advice received under SFMS mode to Finance HQ through e-mail (i.e. email ids [gm-fin.mcl@coalindia.in](mailto:gm-fin.mcl@coalindia.in) & [user3-fin-cash.mcl@nic.in](mailto:user3-fin-cash.mcl@nic.in)) and provide print out of the said message from an advising bank with seal and signature, to the Finance Dept. of HQ.
13. 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).
14. 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 P BG, as deemed suitable shall be taken. The Performance Bank Guarantee shall be released with the approval of concerned HOD (MM) / Area GM after expiry of validity period after obtaining the following:
  1. 'No Claim Certificate' from the concerned HOD (User Dept) indicating that there is no claim pending.
  2. 'No Claim Certificate' from the contractor indicating that there is no claim pending and there is no dispute.

However, in case there is no dispute pending and contractor has issued 'No Claim Certificate' but 'No Claim Certificate' is not received in writing from the user within 6(six) months from the expiry of the validity period, the BG shall be released without further reference to the user, with the approval of the Director (T) of the concerned Subsidiary/CIL.

Final inspection: Final inspection shall be carried out by SO (E&M) of area or his authorized representative at consignee end.

Product / Product delivery should comply with, ensuring the quality of service, protection of the environment and health & safety during and after t

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: <https://www.rxil.in/>.

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#### PROVENNESS / EXPERIENCE CRITERIA:

**1.1 The equipment offered by the tenderer shall be considered proven provided one number of quoted model or similar equipment must have been supplied in the last five years by the bidder / OEM in India to any Private or Govt. industries / PSUs 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 1 year prior to the date of opening of tender but not prior to 5 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 1 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 one 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 1 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 5 years from the date of opening of tender and performed satisfactorily for a minimum period of one 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 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 up to 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.

**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 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 1 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 5 years from the date of opening of tender and performed satisfactorily for a minimum period of one 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 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 up to 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.

#### 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 1 no. of offered model or similar equipment thereof 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 have performed satisfactorily for a minimum period of one 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 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.

**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 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 proof of payment and self-certification claiming satisfactory performance of the equipment supplied. The format for self-certification is given in Annexure 3.

**1.7 Definition of "Similar Equipment":** Submersible pump set having multiplication of Discharge (LPS) and Head (Mtrs) equals to or greater than the tendered item will be considered as similar equipment. Capacity of motor and starter of Pump set will not be considered for evaluation of experience criteria.

**1.8 Acceptance Criteria for Similar Equipment**

i. In case, If the bidder claims provenness of the quoted model based on similar Equipment, the similar equipment should have performed satisfactory for a minimum period of one year from the date of commissioning and quoted model should have worked for a minimum period of six months from the date of commissioning within the window period of 5 years from date of tender opening.

ii. 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 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 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 one 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 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 equipment supplied by the firms who qualify as per above sub clause, the following shall be applicable:

i) The 100% Additional Performance Bank Guarantee for 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 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 (NCO) 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 Start ups and MSEs** are exempted from prior experience / provenness criteria 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 2.

All bidders are required to submit supply order / rate contact copies of quoted model & similar equipment along with performance reports or self-certificate of performance and proof of supply of equipment as per provenness / experience criteria.

Further, vide Policy Circular No. 1(2)(1)/2016-MA dated 10.03.2016 of MoMSME, it has been clarified that all Central Ministries/ Departments/ Central Public Sector Undertakings may relax the condition of prior turnover and prior experience with respect to Micro and Small Enterprises in all public procurements subject to meeting of quality and technical specifications, i.e. these MSEs must have the technical capability to deliver the goods and services as per prescribed technical and quality specifications. Further, as per Department of Expenditure, Ministry of Finance OM No. F.20/2/2014/PPD-(Pt) dated 25.07.2016 circulated vide note F. No. 24/2/2013/Fin-I dated 02.08.2016, relaxation of the condition of prior turnover and prior experience in public procurement has been extended to all Startups (whether MSE or not) subject to meeting of quality and technical specifications in accordance with the relevant provisions [Rule 173(i)(b) of GFR, 2017]. It has subsequently been clarified by the Department of Expenditure, MoF vide OM No. F.20/2/2014/PPD- (Pt) dated 20.09.016 that there may be circumstances (like procurement of items related to public safety, health, critical security operations and equipment, etc.) where procuring entities may prefer the vendors to have prior experience rather than giving orders to new entities. For such procurements, wherever adequate justification exists, the procuring entities may not relax the criteria of prior experience/ turnover for Startups. In view of the above instructions, wherever, it is decided not to relax prior experience/ turnover criteria, adequate justification has to be given.

However, if bidders have submitted documents to prove the Startup/MSE status for the tendered item without certificate towards quality, assurance and capability from some authority like MSME, NSIC, etc., the TIA, if needed, may assess the techno-commercial capability of the vendors to manufacture and deliver goods as per the prescribed quality and technical specification before awarding contract to them. For this purpose, a 'Proforma for Equipment and Quality Control' (as per Annexure-1) has to be enclosed in the tender documents and such MSEs/ Startups should be asked to submit the details of plant & machinery, quality control arrangements, etc., in the above proforma along with their bids for verification of their technical capability. After opening of bids, the verification of technical capability may be done by the concerned Technical Department immediately without any undue delay so that it is available for consideration at the time of evaluation/ processing of offers.

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

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

In case there is deficiency in technical capability of the firm, the same is to be communicated to them by TIA for improvement in the quality of their product for future tenders and clearly indicate that their offer cannot be considered for relaxation against the tender in question in order to avoid any future complications. The issues relating to Technical capability may be decided by the Head of the Technical Department.

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

If bidders have submitted documents to prove the Startup/MSE status for the tendered item and their products are ISI marked/DGMS approved/Proven in CIL or its Subsidiary companies/Proven product of the ancillary unit of a Subsidiary Company of CIL, they will be required to submit the following applicable related documents, digitally signed copy (for documents submitted on e-procurement portal)/ self-certified copy (for documents submitted in modes other than e-procurement portal), for relaxation from the criteria of prior experience and prior turnover:

- valid BIS Marking License for the quoted items or
- Rate contract issued by CIL/its Subsidiary Companies for the quoted items or
- valid DGMS Approval certificate for the quoted items or
- Proven Ancillary certificate issued by the Subsidiary Companies for the quoted items.

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

#### ANNEXURE - 1

#### PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

(To be submitted by the Startups / MSE firms who claim the relaxation in provenness / experience criteria, as per Annexure-2)

GeM bid No. \_\_\_\_\_ Date: \_\_\_\_\_

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 e

tc.)

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 - 2

**FORMAT FOR SELF-CERTIFICATE FOR PERFORMANCE**

We certify that the items covered in the Purchase order(s)/ Rate contract(s) copies enclosed with our offer have been fully executed and have performed satisfactorily as per the provisions of respective Purchase Order(s)/ Rate Contract (s) and all the complaint(s)/Claims lodged by the purchaser, if any, have been attended to and no complaints/claim(s) are pending.

Details of Purchase order(s)/ Rate contract(s) enclosed with our offer are tabulated below:-

Sl. no.	Purchase order(s)/ Rate contract(s) no. and date	Item description in Purchase order(s)/ Rate contract(s) with make and model of equipment.	Quantity	Date of Commissioning of equipment (in DD/MM/YYYY format)
1				
2				

[Note: In case, any specific Purchase Order(s) has/ have not been fully executed and any complaint/ claim is pending, then details of such cases are to be categorically mentioned with the reasons thereof so that decision making is in clear perspective without any hidden facts in the subject matter.

The authenticity of the self-certificate as well as other documents submitted/uploaded by the bidder will solely be the responsibility of bidder and appropriate action will be taken by CIL/ subsidiary company if it is subsequently found to be misleading/ false/ forged.

However, MCL reserves the right to obtain the performance directly from the end user of the item/product.]

(Signature of bidder)

ANNEXURE - 3

**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 at 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**

ty 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

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।