





बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details		
बिड बंद होने की तारीख/समय /Bid End Date/Time	24-11-2025 11:00:00	
बिड खुलने की तारीख/समय /Bid Opening Date/Time	24-11-2025 11:30:00	
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)	
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Coal	
विभाग का नाम/Department Name	Coal India Limited	
संगठन का नाम/Organisation Name	Mahanadi Coalfields Limited	
कार्यालय का नाम/Office Name	Mcl Sambalpur Odisha	
कुल मात्रा/Total Quantity	20	
वस्तु श्रेणी /Item Category	Magnetic Fixation base 36 Watt Portable LED Light Assy, PORTABLE LUMINOSITY; 24 V, 36 WATT	
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	PORTABLE LUMINOSITY;24 V,36 WATT	
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Portable Toilet, Portable Fire Extinguishers (V2) ISI Marked to IS 15683, Portable electrode oven, Portable Hardness Tester, Portable OT Light (V2), Portable Ventilators (V2), Portable Video Bronchoscope, Portable Power Generators, Portable Drill Machine, Portable Single Operated Rectifier Type DC Arc Welding Set Suitable for Manual Arc Welding Process as per IS 4559	
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Emergency Light Unit (V2) Flameproof LED Emergency Light	
वर्षों के अनुभव के लिए एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience	Yes Complete	
वर्षों के अनुभव के लिए स्टार्टअप को छूट प्राप्त है / Startup Exemption for Years Of Experience	Yes Complete	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer	

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	7 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
अनुमानित बिड मूल्य /Estimated Bid Value	1144600
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	ICICI
ईएमडी राशि/EMD Amount	22892

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	5

- (a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.
- (b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance securityshould be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

Mahanadi Coalfields Limited, Lingaraj Area
OFFICE OF THE GENERAL MANAGER, MAHANADI COALFIELDS LIMITED, LINGARAJ AREA, PO-DEULBARA COLLIERY,
TACLHER, DIST-ANGUL, ODISHA-759102
(Staff Officer Mm Lingaraj Area)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers availabele upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
स्क्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
स्क्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

- 1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
- 2. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
- 3. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.
- OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
- 4. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
- 5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Magnetic Fixation Base 36 Watt Portable LED Light Assy, PORTABLE LUMINOSITY; 24 V, 36 WATT (20 pieces)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<u>Download</u>	
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परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Debasish Kujur T59102,LINGARAJ AREA, MAHANADI COALFIELDS LIMITED, AT/PO: Deulbera Colliery		20	45

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity ÷ Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

3. Scope of Supply

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

4. 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 %.

5. Generic

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

6. 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.

7. Forms of EMD and PBG

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

MAHANADI COALFIELDS LIMITED, LINGARAJ AREA payable at

TALCHER ODISHA

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.

8. 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

MAHANADI COALFIELDS LIMITED, LINGARAJ AREA

. 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

9. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

 $\begin{array}{ll} \mbox{MAHANADI COALFIELDS LIMITED, LINGARAJ AREA} \\ \mbox{payable at} \end{array}$

TALCHER ODISHA

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

10. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

MAHANADI COALFIELDS LIMITED, LINGARAJ AREA

A/C (Name of the Seller). 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 Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

11. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Additional terms & Conditions

1. Qualification Criteria: The bidder should be either of the following:

a) Manufacturer of the tendered items

OR

b) Indian Selling Agent authorized by the Manufacturer of the tendered items, if the manufacturer doe s not quote directly as a matter of policy,

- 2. Provenness Criteria: Any one of the following conditions should be satisfied for Provenness:
 - i. The Consumable Goods / Consumables shall be considered proven provided the tendered / similar i tem(s) of same/ similar (definition of similar will be specified in individual NITs) / higher specificatio ns / ratings / versions, etc. have been supplied during the last 5 years from the date of tender opening against orders of CIL and its subsidiaries, other PSUs, Government Departments and Private Organizations, and their performance has been found satisfactory.

AND

Either, having satisfactory performance report from the user for a period of not less than 01 (one) y ear

OR

The bidder will be required to furnish a self-certificate to the following extent, along with **Proof of Payment** against the Purchase Order(s)/ Rate Contract(s):

"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 complaints/ claim (s) lodged by the purchaser, if any, have be en attended to and no complaints/ claims(s) are pending".

OR

ii. The bidder should be a Startup or Micro & Small Enterprise (MSEs) for the tendered items to be offe red by them.

The Documents(s)/Certificate(s) of the bidders for **BIS/ISI** marking, ISO certification towards quality management and DGMS approval for any relaxation should be valid as on date of tender opening a nd a copy of such document/certificate valid as on date of supply duly notarized, must accompany their bills(s).

3. Inspection: - Final inspection of materials shall be carried out at the consignee's end by the authoriz ed representative of Staff Officer, Lingaraj Area at area level before acceptance of materials.

4. Warranty: 01 Year

- 4.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and mate rials unless provided otherwise in the Contract. The Supplier further warrants that all Goods sup plied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the purchaser's country.
- 4.2. The Supplier shall furnish Guarantee/Warranty certificate along with the bill for satisfactory performance of the ordered materials for a period thirty six (36) months from the date of receipt and acceptance of material at consignee's end
- 4.3. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warra nty. The Supplier shall, within thirty days, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/Goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced p arts/Goods thereafter.
- **5. Price Certificate**: In the event of placement of Supply Order on the lowest tenderer they shall have to submit a price certificate in all their invoices in the following format:

"It is certified that the prices charged by us for the ordered items are the lowest prices applicable to an y other person/organization, private Co., Government department, undertaking of Central/State Government"

6. BANNED OR DELISTED OR DEBARRED OR PUT ON HOLIDAY SUPPLIERS

The manufacturer as well as the bidder (if bidder is not the manufacturer) will give a declaration that they have not been banned or de-listed or debarred or 'Put on Holiday' by any Government or

quasi-Government agencies or PSUs. If a bidder and/or manufacturer has been banned or delisted or debarred or 'Put on Holiday' by any Government or quasi Government agencies or PSU, this fact must be clearly stated and it may not necessarily be a cause for disqualifying them.

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

In case of Indian Agents of the Local Suppliers quoting against the Tender, both the Indian Agent a nd their Principals should submit the above declaration as per format given at **Annexure -G**.

7. The scanned copies of the following confirmatory documents shall be submitted by bidder:

A) Qualification Criteria:

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SI N o	Category of Bidder	Scanned copy of documents to be uploaded by all the bidders in support of Basic Eligibili ty Criteria (Self certified copy)	
а	Manufacturers	All of below specified documents at SI. 1 to 2 (S elf certified)	
		(Self certified copy) All of below specified documents at Sl. 1 to 2 (

h Indian selling agents auth All below specified documents at Sl. 1 to 5 (Self orized by manufacturer certified) (1) Specific authorization & undertaking from Manufac turer to quote against this tender as per format en closed as Annexure-B. Note: [The authorization sho uld be pre-dated (from tender opening date), prop erly signed and valid. The validity should correspo nd to the delivery period stipulated in Tender Engu iry] (2) Indian selling agents authorized by Manufacturer is required to submit an undertaking as per format e nclosed as Annexure-C. (3) The manufacturer/ tenderer is required to upload a certificate that no agent/ middleman/ liasoning ag ent or any entity in any name other than the disclo sed authorized Indian agent is involved in the proc ess of procurement of goods and services (Annexu re-D). (4) Any one of the following documents of the principal manufacturer for the tendered items: Factory license/Manufacturing license b) NSIC registration certificate. SSI/DIC registration certificate Valid ISO Certificate. e) Valid BIS license/certificate Valid DGMS approval Micro / Small Enterprises [MSE] Registration certificate for being manufacturer for the ten dered item issued by District Industries Cent res or Khadi and Village Industries Commissi on or Khadi and Village Industries Board or C oir Board or National Small Industries Corpor ation or Directorate of handicrafts and Handl oom or any other body specified by Ministry of Micro, Small and Medium Enterprises

(5) For verification of local content 'Class-I local suppli er'/ 'Class-II local supplier', shall be required to ind icate percentage of local content and provide selfcertification from the OEM that the item offered m eets the local content requirement along with deta ils of the location(s) at which the local value additi on is made as per Annexure-H

B) Provenness Criteria:

SI No. Alternative Provenness Criteria

Scanned copy of documents to be uploaded by the bidder in support of information / declaration furnished online by the bidder against Provenness Criteria as Confirmatory Document (self-Certified copy)

The Consumable Goods / Consumable es shall be considered proven provided the tendered / similar item(s) of same/ similar (definition of similar will be specified in individual NITs) / higher specifications / ratings / versions, etc. have been supplied during the last 5 years from the date of tender opening against orders of CIL and its subsidiaries, other PSUs, Government Departments and Private Organizations, and their performance has been found satisfactory

Please note that the orders should n ot be older than five (05) years from the date of opening of tender. Uploa ded orders older than 5 years from t he date of opening of tender shall be ignored.

(No new supply orders shall be accepted during recycling of shortfall documents. Therefore bidders must be careful while uploading supply order copies online)

AND

Either, having satisfactory performan ce report from the user for a period o f not less than 01 year

i

OR

The bidder will be required to furnish a self-certificate to the following exte nt along with Proof of Payment again st the Purchase Order(s)/ Rate Contract(s)::

"The items covered in the Purchase Order(s)/ Rate Contract(s) copies en closed with our offer have been fully executed and have performed satisf actorily as per the provisions of resp ective Purchase Order(s)/ Rate Contract(s) and all the complaints/ claim (s) lodged by the purchaser, if any, have been attended to and no comp laints/ claims(s) are pending".

Note: The supplies must be c ompleted at least twelve mo nths prior to last date of ten der submission. Both the following documents (a) and b(i) or b (ii)

a. Complete Set of Supply order(s) (Firm) copies for the tendered item. The age of o rders uploaded shall be maximum 5 (five) years from the date of opening of tender f or the purpose of determination of proven ness of the Product offered by a bidder.

Please note that the orders should not be older than five (05) years from the date o f opening of tender. Uploaded orders olde r than 5 years from the date of opening of tender shall be ignored.

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- b. Any of the following:
 - Satisfactory performance report from the users for a period of not less than 01 year from the date of fitment/com missioning.

OR

ii. The bidder will be required to furnish a self-certificate to the following exte nt along with **Proof of Payment** aga inst the Purchase Order(s)/ Rate Cont ract(s):

"The items covered in the Purchase Order(s)/ Rate Contract(s) copies enclosed with our off er have been fully executed and have perfor med satisfactorily as per the provisions of re spective Purchase Order(s)/ Rate Contract(s) and all the complaints/ claim (s) lodged by t he purchaser, if any, have been attended to and no complaints/ claims(s) are pending".

Note: The supplies must be completed a t least twelve months prior to last date of tender submission.

(No new supply orders shall be accepted durin g recycling of shortfall documents. Therefore b idders must be careful while uploading supply order copies online)

ii	If the bidder is a Startup or Micro & S mall Enterprise (MSEs) for the tender ed items to be offered by them	 a) Certificate issued by DIPP (Department of I ndustrial Policy & Promotion) for being "sta rtup" or certificate issued by Authorities for being "MSE"
		AND b) Any one of the following documents (attest ed by Public Notary):-
		Valid ISI marking license / DGMS Approval c ertificate for the offered item OR Rate cont ract issued by CIL/ any other subsidiary for the offered item OR Proven Ancillary certifi cate issued by MCL for the offered item (notarized).
		Or
		Filled up 'Proforma for Equipment and Quality Control' (as per Annexure-A) for ver ification of your technical capability by con cerned technical department.

C) Other Qualification Criteria: All the following specified documents:

SI No.	Other Qualification Criteria	Scanned copy of documents to be uploaded by all the bidders in support of Other Eligibi lity Criteria (preferably Self certified copy)
1	Certificate of Local Content format at Annexure-H	Self-Certification from Manufacturer/ OE M indicating percentage of local conten t & that the item offered meets the loca I content requirement for 'Class-I local s upplier'/ 'Class-II local supplier' as the c ase may be along with details of locatio n(s) at which the local value addition is made. Note: i. Non-Local Supplier with offered item havi ng local content less than or equal to 20 % are NOT eligible to bid in this procurem ent. ii. Bidders offering imported products will fal I under the category of Non-Local supplier s. They can't claim themselves as Class I Local Supplier/ Class II Local Supplier by c laiming profit, warehousing, marketing, lo gistics, freight, after sales service suppor t like AMC/CMC etc as local value additio n.

2	Lowest Price certificate format at Annexure-K	Bidder shall submit Lowest Price certificate as un der: "We certify that the prices quoted in the tender a re the lowest and not higher than as applicable to any Organization / Ministry / Department of the G ovt. of India or Coal India Ltd. and/or its Subsidiar ies or other PSU or any other private organization."
3.	Any other document to support the quonline	ualification information as submitted by the bidder

- **D)** <u>Technical Specification Parameters:</u> The materials to be offered by the bidder must confirm t o the Technical Parameter Sheet [TPS] uploaded along with this bid.
- 8. 1) Bidder Should submit Test Report from any NABL accredited Labor atory as per above specifications at the time of bid submission confirming to IS 10322 (Part 5/Sec 8): 2013.
- 2) System must be tested from Govt laboratory, preferably from Natio nal test house and test report to be submitted before final supply IS 10322 (Part 5/Sec 8): 2013.

9. Security Deposit: The successful tenderers will have to submit Security Deposit for the 5 % value of the total landed value of the contract including all taxes, duties and other costs and charges, withou t considering Input Tax Credit. 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. The Security Deposit shall be in the same currency(ies) in which contract is to be signed/issued. In case of multi-currency contract, separate Security Deposit Bank Guarantee (SDBG) in respective currency for required value as above shall be submitted. If the successful tenderer fails to deposit the security deposit within 15 (fifteen) days from date of notification of award/placement of order, another opportunity may be given to them for submission of Security Deposit within next 15 days. If the successful tenderer still fails to deposit the security deposit within the extended period but executes the supplies within the extended security deposit submission period, the sub mission of Security Deposit may be waived, as the purpose of submission of SD is fulfilled.

In cases where the successful tenderer did not submit the security deposit even within the extended period for SD submission but has supplied the materials either in full or in part after the extended per iod for SD submission, the SD may be deducted from the first bill or in case of insufficient amount fro m subsequent bi II(s) of the supplier till the full SD amount is deducted. Further, a penalty equivalent to 0.5% (half percent) of SD amount for delay of each week or part thereof (period of delay is to be c alculated from the 31st day from the date of notification of award/placement of order to the date of re ceipt of full SD/deduction of full S D) shall be levied subject to a maximum of 3% of the contract value . 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. All Central/State Govern ment Organization/PSUs shall be exempted from submission of Security Deposit. OEM/OES shall also be exempted from submission of Security Deposit in case of procurement of Spare Parts for equipme nt against Single Tender Enquiry/Open/ Limited Tenders. Submission of Security Deposit is exempted for the contracts having value up to Rs.2 lakhs. The SDBG will be submitted Through Structured Fina ncial Management System (SFMS). GST shall be applicable on Security Deposit forfeiture and will be extra and recovered from sup pliers/bidders.

10. Performance Guarantee: The successful bidder shall be required to furnish a Performance Guara ntee equivalent to 10% value of the total landed value of the contract including all taxes, duties and other costs and charges, without considering Input Tax Credit. The Performance Guarantee shall be i n the form of a Bank Demand Draft or in the form of a Bank Guarantee in the prescribed format The P BG will be submitted through Structured Financial Management System (SFMS). a. The Performance Guarantee shall remain valid till 3 months after the completion of warranty period. b. The Performanc e Guarantee shall be submitted sufficiently in advance (say3-4weeks) to enable its verification from t he issuing bank, before submission of the invoice for payment of the particular goods/equipment(s). c . The release of the Performance guarantee(s) after above indicated period, shall be subject to satisfa ctory performance of the equipment/ items during the warranty period and fulfilment of contractual o bligations 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 validity period if no clai m is pending, with the approval of the concerned CMS, I/c., CH Area. d. In cases where the supplier do es not submit the Performance Guarantee in time or as per the prescribed format in line with the cont ract stipulations, the Performance Guarantee amount may be deducted from the first bill or in case of insufficient amount, from subsequent bill(s) of the supplier till the full Performance Guarantee amoun t is deducted. This amount shall be refunded to the supplier upon acceptance of Performance Guaran tee submitted by them. e. GST shall be applicable on Performance Guarantee forfeiture and will be e xtra and recovered fr om suppliers/bidders.

Performance Bank Guarantee Format (name& address of the Purchaser Company) (Name of Purchaser Company) and (Name of Supplier Company) Messers...... a Company / Firm having its office at No...... a hereinafter called the Contractor has entered into an agr eement dated (hereinafter called 'the said agreement') with (Name of the Purchaser Company) hereinafter called ('the Company') to supply stores/materials am ounting to Rs...... on the terms and conditions contained in the said agreement. It has been agreed that (....... percent) payment of the value of the stores/m $\,$ aterials will be made to the Contractor in terms of the said agreement on the contractors furnishing t o the company a bank guarantee for the sum of Rs..... as security for due repayment of the said sum in terms of the said agree ment, and also interest as therein provided. uest of the Contractor agreed to give the guarantee as hereinafter contained. We (Name of the Bank) (Herein after called 'the Bank') do hereby unconditi onally agree with the Company that if the Contractor shall in any way fail to observe or perform the t erms and condition of the said agreement regarding repayment of the said sum of Rs or any of them including the term for payment of interest for delay in deliveries or shall commit any breach of its obligations there under, the Bank shall on demand and without any objection or demur pay to the Company the said sum of Rs...... or suc h portion as shall then remain unpaid with interest without requiring the company to have recourse t o a ny 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 with hold, payment on the ground that the contractor has disputed its liability to pay or has disputed the q uantum of the amount or that any arbitration proceeding or legal proceeding is pending between the

Company and the contractor regarding the claim.

utual agreement between the contractor and the Company the Bank shall renew the period of the gu arantee failing which it shall pay to the Company the said sum of Rs......or such lesser amount out of the said sum of R s...... 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 and interest are fully satisfied and the company certifies that the agreement regard ing re-payment of the said sum of Rs has been fully carried out by the contractor and discharges the quarantee.

The Bank further agrees with the Company that the Company shall have the fullest liberty without the con sent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forbear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being gran ted 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 re lieving or discharging the Guarantor.

The Bank further agrees that in case this guarantee is required for a longer period and it is not exten ded 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 out of the said advance of Rs 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 gu arantee is renewed or a claim is preferred against the Bank within 3 months from the said date all rig hts of the company under this guarantee shall cease and the Bank shall be released and discharged f rom all liability her eunder except as provided in the preceding clause.

The Bank has under its constitution power to give this guarantee and (Name of the person) w ho has signed it on behalf of the Bank has authority to do so.

The details of beneficiary bank for sending details of BG under SFMS Platform is furnished below

Name of the Bank:
Branch:
IFSC:
A/C No:
Customer ID:
Dated this Day of20
Place

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

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ANNEXURE-A

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

Date for supply of	
	 -
Name and Address of the Firm	
2. (a) Telephone No. office/factory/w	orks
(b) E-mail ID	
3. Location of manufacturing works/f st be produced).	factories owned by the firm (documentary evidence of ownership mu
	e. area covered accommodation, Department into which it is divided,
	ected and functioning in each department (monographs and descripti
6. Whether the process of manufactu	ure in the factory is carried out with the aid of power or without it. manufacturing process of the tendered item.
	ed for with the existing plants and machinery
(b) Maximum	
11. (a) Details of technical supervisor(b) Skilled labour employed.	and Quality Control infrastructure such as laboratories etc. y staff in-charge of production and quality control.
	(skilled and unskilled) employed on any day during 18 months prece
	y standard specification, if so, copies of original test certificate shoul
d be submitted in duplicate.	
	(Signature of Tenderer)
NB: Details against Sl. Nos. 5 to 12 in der	clusive need be restricted to the extent they pertain to the items un
	ANNEXURE-B
Authorization &	Undertaking Certificate by Manufacturer
(On Letter	Head of the Principal / Manufacturer)
M/s. MCL,	
Address	
Dear Sir	
Sub: <u>GeM Bid No.:</u>	

able manufacturers of tendered/o(es) of factory(ies)],	ffered items having factories at	_ [address
Do hereby authorize M/s	[Name & Address] our Agent to submit a big	d and exec
ute the resultant Contract with yo	[Name & Address] our Agent to submit a biou on our behalf against the above Tender.	a una exce
We, M/s [name	of manufacturer] also undertake the following	ng:
and if, subsequently, at any stization, we shall be liable for produced that agency commission mmission will be recovered wii) That we will accept the respondent authorized agent including iii) That, wherever necessary, we ur works in respect of orders price with the control of the control	rate policy, we don't directly quote / market ou age, it is found that we have quoted directly to enal action as per provisions. Further, if at any has been paid by us without declaring the age th interest. Insibility for the satisfactory execution of orders warranty/ guarantee obligations. It will provide requisite inspection and testing factlaced on our authorized agent. It will not exceed that which we would have quoted for inspection of goods would be accompanied offered for inspection as indicated in the letter had warranty as per the Conditions of Contract, The discrete contract period as well as ensure supply contract period as stipulated in the relevant classes of the entire contract period as well as ensure supply contract period as stipulated in the relevant classes well as execute the remaining period of the part of ourauthorized agent in fulfillment of contract of ourauthorized agent in fulfilling the eligible as well as execute the remaining period of the part of ourauthorized agent in fulfilling the eligible as well as execute the remaining period of the part of ourauthorized or debarred or put on hole as well as execute the remaining period of the part of long and agent, as per NIT. In the banned or delisted or debarred or put on hole and the provided of the part	any organ stage, it is ent, the co placed on cilities at o d. I by a certinave been as and confectorical Ser on our bely of spare auses of the oral ternate contract of contra
ofyear(s) effect ons to be mentioned).	ive fromfor	(the reas
(Signature)		
(Name)		
(Designation)		
(Seal)	Signed for and on behalf of [Name of manufact ANNEX	urers]. URE-C

Undertaking by the Indian selling agents/dealers/distributors authorized by Manu facturer

(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 asp ects, 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].
<u>ANNEXURE-D</u>
Undertaking by the Manufacturer/ Indian selling agents/dealers/distributors authorized by Manufacturer (On Letter Head of the Bidder)
GeM Bid No.:
We M/s undertake the following:
It is certified that no agent/ middleman / liasoning agent or any entity in any name other t han the disclosed authorized Indian agent is involved in the process of procurement of goo ds and services.

(Signature)

(Name) (Designation) (Seal)

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

ANNEXURE-G

SN	<u>Self-Declarations</u>
	(On Letter Head of the Bidder)
2	Banned/ Delisted/ Debarred/ 'Put on Holiday' Certificate:

We have been / have not been (strike off whichever is not applicable) banned or de-listed or D ebarred or 'Put on Holiday' by any Government or quasi-Government agencies or PSUs.

(Note: If applicable, the bidder has to upload copies of banning or de-listing or Debarring or 'Pu tting on Holiday letter)

(Signature / Seal)

(Name / Designation)

(Name of the bidder / firm)

Signed for and on behalf of the Bidder

(<u>Note:</u> Inclusion of any additional redundant information by the bidder, which does not contradict the content and spirit of original format uploaded by department, will not be a cause of rejection of their bid)

ANNEXURE-H

SN	<u>Self-Declarations</u>
	(On Letter Head of the Manufacturer/OEM)
3	Local Content Certificate:

I/We do hereby certify that the item/s offered against the tender are manufactured at
(Give address of manufacturer's works/Factory, where the item/s is manufactured)
I/We M/s, Class-I / Class II Local Su pplier (strike out whichever is not applicable) hereby certify that we meet the mandatory minimum local content requirement of the goods and / or services offered in our online bid against GeM Bid N o dt
The details of the location at which local value addition made is as under:
(give details of location in India where local value addition is done)
(<u>Note:</u> If tender value is more than Rs. 10.00 Crores, then above certificate has to be issued by competent party)
nature / Seal)

(Sic

(Name / Designation)

(Name of the bidder / firm)

Signed for and on behalf of the Bidder

(<u>Note:</u> Inclusion of any additional redundant information by the bidder, which does not contradict the conte nt and spirit of original format uploaded by department, will not be a cause of rejection of their bid)

ANNEXURE-K

SN	<u>Self-Declarations</u>
	(On Letter Head of the Bidder)
6	Lowest Price certificate:

"We certify that the prices quoted in the tender are the lowest and not higher than as applicable to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization."

(Signature / Seal)

(Name / Designation)

(Name of the bidder / firm)

Signed for and on behalf of the Bidder

(<u>Note:</u> Inclusion of any additional redundant information by the bidder, which does not contradict t he content and spirit of original format uploaded by department, will not be a cause of rejection of their bid)

ANNEXURE-L

Self-Declaration of Satisfactory performance of items against the submitted Orders/RCs

(On the Letter Head of the Bidder)

- 1. The items covered in the Purchase Order(s)/ Rate Contract(s) copies enclosed with our of fer have been fully executed and have performed satisfactorily for a period of minimum one year from the date of commissioning and all the complaints/ claim (s) lodged by the purchaser, if any, have been attended to and no complaints/ claims(s) are pending
- 2. We are also submitting the documents related to proof of payment against the submitte d supply orders.

(Signature / Seal)
(Name / Designation)
(Name of the bidder / firm)
Signed for and on behalf of the Bidder

(<u>Note:</u> Inclusion of any additional redundant information by the bidder, which does not contradict the conte nt and spirit of original format uploaded by department, will not be a cause of rejection of their bid)

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
- 15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
- 16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

यह बिंड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/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 in accordance with the laws.

---धन्यवाद/Thank You---