



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2024/B/5568

Dated/दिनांक : 02-11-24

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	23-11-2024 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	23-11-2024 18:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Coal
Department Name/विभाग का नाम	Coal India Limited
Organisation Name/संगठन का नाम	Mahanadi Coalfields Limited
Office Name/कार्यालय का नाम	Mcl Sambalpur Odisha
Total Quantity/कुल मात्रा	2618
Item Category/मद केटेगरी	Compressed Oxygen Gas as per IS 309 (Q3) , Dissolve Acetyl Gas as per IS 308 (Q3)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,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 buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	Compressed Oxygen Gas as per IS 309
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	7 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No

Bid Details/बिड विवरण	
Estimated Bid Value/अनुमानित बिड मूल्य	657410
Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
Schedule 1 EMD Amount/ईएमडी राशि (In INR)	3000
Schedule 2 EMD Amount/ईएमडी राशि (In INR)	10300

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	12

(a). 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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं, विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

(c). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

ORIENT AREA

MCL Sambalpur Odisha, COAL INDIA LIMITED, Mahanadi Coalfields Limited, Ministry of Coal
(Biswajit Pattnaik)

UIN Number NCTGC2415P

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
--	-----

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
---	-----

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offer products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

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 for 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 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 MSME 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 will be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The

details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Estimated Value	Item/Category	Quantity
Schedule 1	145520	Compressed Oxygen Gas As Per Is 309	1712
Schedule 2	511890	Dissolve Acetylene Gas As Per Is 308	906

Compressed Oxygen Gas As Per IS 309 (1712 cubic meter)

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

Technical Specifications/तकनीकी विशिष्टियाँ

* जेम कटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
REQUIRMENTS	"Purity, percent by volume when tested by the method prescribed in Annex A of IS:309(latest)	99.6
	Dew Point	"moisture content in oxygen shall be not more than 0.1 g/Nm3 corresponding to dew point of-40°C when teste by the method prescribed in Annexure of B-5 of IS:309(latest)"
	Volume fraction of carbonmonoxide	1
	Volume fraction of carbondioxide	2
	Volume fraction of hydrocarbons expressed as methane	35

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र.सं	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी दिन
1	Aravind Vikram Kavadian	768216,Mahanadi Coalfields Limited GM Office Orient Area Brajrajnagar	1712	180

Dissolve Acetylene Gas As Per IS 308 (906 cubic meter)

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

Technical Specifications/तकनीकी विशिष्टियाँ

* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
REQUIRMENTS	Additional Requirement for Navigational Illuminant	"When the material is required for use as illuminating (for navigational lights, shall contain not more than 0.01 percent by volume of chloro-compounds "
	"Total impurities insoluble in acetone, percent by volume, Max"	1.17, 2.1
	"Sulphur compounds (as H2S) percent by volume, Max "	0.02
	"Phosphorus compounds (as PH3) percent by volume, Max "	0.01
	"Moisture, percent by mass, Max "	0.25
	Purity, percent	99.99
	Use	Other
	Grade	other
Test Report Details	Test Report to be submitted to the Buyer on Demand	Yes

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र.सं	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी दिन
1	Aravind Vikram Kavadian	768216,Mahanadi Coalfields Limited GM Office Orient Area Brajrajnagar	906	180

Special terms and conditions-Version:1 effective from 30-10-2024 for category Compressed Oxygen Gas per IS 309

1. Petroleum and Explosives Safety Organisation (PESO), nodal agency for regulating safety of hazardous substa such as explosives, compressed gases and petroleum, has framed various rules for delivery or dispatch of cylinders or possession of cylinders under Gas Cylinder Rules 2016 framed under Explosives Act, 1884.

The PESO Guidelines are to be followed by the buyer and seller/vendor/bidder. Latest modifications ordered by CIE, PESO, DPIIT, MoC&I, GoI may be checked from time to time in this regard.

Buyer and Seller to follow all the relevant PESO guidelines/rules including following:

- Rule 10 : Restriction on delivery or dispatch of cylinder:- (1) No person shall deliver or dispatch any cylinder filled with any compressed gas to any other person in India who is not the holder of a licence to possess such gas cylinder or to his authorised agent unless he is exempted under these rules to possess compressed gas cylinder without a licence.

(2) The gas cylinder delivered or dispatched by a person under sub-rule (1) shall be of the type for which he is licensed and shall not exceed the quantity which the person to whom it is delivered or dispatched is authorised to possess under these rules.

(3) Nothing in sub-rules(1) and (2) shall apply to the delivery or dispatch of gas cylinder to the defence forces the Union, port authorities or railway administration and other paramilitary forces:

Provided that this sub-rule shall not be applicable for co-operative societies run by the welfare associations of these organisations.

- Rule 43: Licence for filling and possession (1) No person shall fill any cylinder with compressed gas and cylinder filled with compressed gas shall be possessed by anyone except under and in accordance with conditions of a licence granted under these rules. (2) The licensee shall be responsible, for all operations connected with the filling and possession of cylinders in the licensed premises.

- Rule 44: No licence needed for possession in certain cases.- Notwithstanding anything contained in rule 43, no licence shall be necessary for-

(a) possession of any cylinder filled with a compressed gas by a carrier or other person for the purpose of transport in accordance with the provisions of these rules;

(b) possession of cylinders for own use and not meant for sale or trading filled with,-

(i) any flammable and non-toxic gas when the total number of cylinders containing such gas does not exceed twenty five or the total weight of gas does not exceed 200 kg., whichever is less, at a time;

(ii) any non-flammable non-toxic gas when the total number of such cylinders does not exceed two hundred at a time;

(iii) any toxic gas when the total quantity of such cylinders does not exceed five at a time;

(iv) acetylene gas contained in cylinder in dissolved state when the total quantity of such cylinder does not exceed twenty five at a time.

(c) The provisions of sub-clause 44(b) shall not be applicable for liquefied petroleum gas when the total quantity of gas does not exceed 100 kg at a time for own use, distribution or sale from a sales room belonging to the dealer or distributor of respective oil marketing company.

Notwithstanding anything contained in rule 43, licence shall not be obligatory for working places where LPG cylinders are directly connected to the manifold, but the requirements of IS :6044 Part-1 shall be complied with such manifold installations and shall be constructed adapting the sound engineering practices and the quantity of LPG at any point of the time shall not exceed the limits prescribed in IS-6044 Part-1;

Special terms and conditions-Version:1 effective from 30-10-2024 for category Dissolve Acetylene Gas as per IS 308

1. Petroleum and Explosives Safety Organisation (PESO), nodal agency for regulating safety of hazardous substances such as explosives, compressed gases and petroleum, has framed various rules for delivery or dispatch of cylinders or possession of cylinders under Gas Cylinder Rules 2016 framed under Explosives Act, 1884.

The PESO Guidelines are to be followed by the buyer and seller/vendor/bidder. Latest modifications ordered by CIE, PESO, DPIIT, MoC&I, GoI may be checked from time to time in this regard.

Buyer and Seller to follow all the relevant PESO guidelines/rules including following:

- Rule 10 : Restriction on delivery or dispatch of cylinder:- (1) No person shall deliver or dispatch any cylinder filled with any compressed gas to any other person in India who is not the holder of a licence to possess such gas cylinder or to his authorised agent unless he is exempted under these rules to possess compressed gas cylinder without a licence.

(2) The gas cylinder delivered or dispatched by a person under sub-rule (1) shall be of the type for which he is licensed and shall not exceed the quantity which the person to whom it is delivered or dispatched is authorised to possess under these rules.

(3) Nothing in sub-rules(1) and (2) shall apply to the delivery or dispatch of gas cylinder to the defence forces of the Union, port authorities or railway administration and other paramilitary forces:

Provided that this sub-rule shall not be applicable for co-operative societies run by the welfare associations of these organisations.

- Rule 43: Licence for filling and possession (1) No person shall fill any cylinder with compressed gas and cylinder filled with compressed gas shall be possessed by anyone except under and in accordance with conditions of a licence granted under these rules. (2) The licensee shall be responsible, for all operations connected with the filling and possession of cylinders in the licensed premises.

- Rule 44: No licence needed for possession in certain cases.- Notwithstanding anything contained in rule 43, licence shall not be necessary for-

(a) possession of any cylinder filled with a compressed gas by a carrier or other person for the purpose of transport in accordance with the provisions of these rules;

(b) possession of cylinders for own use and not meant for sale or trading filled with,-

(i) any flammable and non-toxic gas when the total number of cylinders containing such gas does not exceed twenty five or the total weight of gas does not exceed 200 kg., whichever is less, at a time;

(ii) any non-flammable non-toxic gas when the total number of such cylinders does not exceed two hundred at a time;

(iii) any toxic gas when the total quantity of such cylinders does not exceed five at a time;

(iv) acetylene gas contained in cylinder in dissolved state when the total quantity of such cylinder does not exceed twenty five at a time.

(c) The provisions of sub-clause 44(b) shall not be applicable for liquefied petroleum gas when the total quantity of gas does not exceed 100 kg at a time for own use, distribution or sale from a sales room belonging to the dealer or distributor of respective oil marketing company.

Notwithstanding anything contained in rule 43, licence shall not be obligatory for working places where LPG cylinders are directly connected to the manifold, but the requirements of IS :6044 Part-1 shall be complied with such manifold installations and shall be constructed adapting the sound engineering practices and the quantity of LPG at any point of the time shall not exceed the limits prescribed in IS-6044 Part-1;

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

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 ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contract rates. Bidders are bound to accept the orders accordingly.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ADDITIONAL TERMS AND CONDITIONS

1. Basic Eligibility

The bidders must satisfy any of the following conditions to be considered as eligible bid against the tender.

i) Indigenous Manufacturers: Indigenous manufacturers who manufacture the tender item(s) are eligible to quote against the tender.

ii) Indian Selling Agent: Authorised Indian Selling Agents/Dealer/Distributor of an indigenous manufacturer is also eligible to quote on behalf of its principal against the tender. However, in such case, authorised Indian Agent shall have to upload scanned copy of Manufacturer's Authorization as per the Annexure-A.

In case an Indian Agent is participating in a tender on behalf of one manufacturer, it is not allowed to participate on behalf of another manufacturer in this tender or in a parallel tender for the same item. Further, in a tender, either manufacturer can quote, or its authorised Indian Agent can quote but both are not allowed to participate in the same tender.

2. Provenness Criteria

The offered product shall be considered proven provided the tendered item(s) / ~~similar item or tendered item with higher specifications/ ratings~~ have been supplied during the last 5 years from the date of tender opening against orders of CIL and its subsidiaries, other SUs, Government Departments and Private Organizations and their performance has been found satisfactory.

~~Definition of similar items and higher specification:~~

In case, the bidder submits copy of supply order(s) which have been placed against any Rate Contract, the bidder should submit copy of the Rate Contract against which such order(s) were placed.

AND

The bidder should submit satisfactory performance certificate as per the provisions of the supply order for the quoted items from the end user, against supply order(s) submitted against provenness criteria. Satisfactory performance certificate should indicate supply order

details.

In case, the Performance Report(s) of the End-User(s) is not available for the supply orders submitted along with the offer issued by CIL/its subsidiaries/Govt. Departments/Government organizations/Private organization, the bidder shall submit self-certification as per the format given as Annexure-B claiming satisfactory performance as per the provisions of the supply order against the Purchase Order(s)/ Rate Contract(s).

Relaxation of Norms for Startups and Micro & Small Enterprises (MSEs in Public Procurement Regarding provenness criteria)

a) If bidders have submitted documents to prove the Startup/MSE status for the tendered item without certifying towards quality, assurance and capability from some authority like MSME, NSIC, etc., the Tender Inviting Authority 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 Equipment and Quality Control' (as per Annexure-C) has to be enclosed in the tender documents and such MSME startups should be asked to submit the details of plant & machinery, quality control arrangements, etc., in the 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.

b) If required, a techno-commercial team of MCL may visit the manufacturing unit of the vendor.

c) If favourable 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, provided date of such reports are not more than one year from the date of opening of bids.

d) In case there is deficiency in technical capability of the firm, the same shall be communicated to them by the tender inviting authority for improvement in the quality of their product for future tenders and clearly indicating that their offer cannot be considered for relaxation against the tender in question and to avoid any future complication or issues relating to Technical capability shall be decided by Head of Technical Department.

e) 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 or subsidiary Company of CIL, they will be required to submit the following applicable related documents, duly notarized, for relaxation from the criteria of prior experience and prior turnover: -

- Valid BIS/ISI Marking License for the quoted items on them.

OR

- Valid Rate contract as issued by CIL/its subsidiary companies for the quoted items on them.

OR

- Valid DGMS Approval certificate for the quoted items on them.

OR

- Proven Ancillary certificate issued by Subsidiary Companies for the quoted items on them.

OR

- Certificate issued by DIPP (Department of Industrial Policy & Promotion) for being "Start-up". The document/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, duly notarized, accompany their bill(s).

3. Earnest Money Deposit (EMD)

The EMD will be accepted in the form of FDR, DD, BG.

Bidders can also submit the EMD online through RTGS / internet banking as per the following details.

Beneficiary name :MCL ORIENT AREA

Account No. :11264770137

IFSC Code : SBIN0004702

Bank Name :STATE BANK OF INDIA

Branch address : State Bank of India, Lamtibahal, Brajrajnagar

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer alongwith bid.

Note: Bidders registered with MSE as manufacturers of goods are exempted from submission of EMD, MSE bidders registered for services and traders are not exempted from submission of EMD, their shall be rejected if they do not submit EMD. The technical acceptance of their bid is subject to tender having manufacturer of their quoted product clearly mentioned in the list of categories.

4. Security Deposit: (ePBG in BID): The SDBG in the bid condition is considered as a Security Deposit @5% of total landed value of the contract including all taxes, duties and other costs and charges. The SDBG shall remain valid upto 03 months after completion of supplies and acceptance of material by the consignee. In case of failure to supply the material within scheduled delivery period, the SDBG should be extended proportionately by the seller to cover the extended delivery period.

5. Performance Bank Guarantee : Not applicable.

OR

~~The performance BG @10% of the total landed value of the contract including all taxes, duties and other costs and charges to be submitted for warranty period plus three months. The validity shall start from the date of receipt and acceptance of material at consignee's end and shall be valid till warranty plus three month. The SDBG can be converted in to PBG~~

6. Contact Persons :

- (i) ~~For Technical Queries related to Bid :Staff Officer (E&M), 8329976638 OR Staff Officer (Safety), 989139 OR Area Systems Manager, 9438493408 OR Rescue Superintendent, Mines Rescue Station, 7021712.~~
- (ii) For Commercial Queries related to Bid: Sri Biswajit Pattnaik, GM(MM), 9438879568
- (iii) For Supply related Queries : Sri Aravind Vikram, Depot Officer, 8921421171

7. Shortfall / Confirmatory Documents

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

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

The shortfall/information/documents will be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then.

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

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

8. The seller has to upload all relevant documents (like Guarantee/Warranty certificate, Delivery Challan, E-way bill report, import documents, any other document mentioned in the contract/ Additional Terms and Conditions (

document whichever is applicable) in the GeM portal while generating Invoice.

9. Inspection: - Final inspection of materials shall be carried out at the consignee's end by the authorized representative of SO (E&M)/SO(Safety)/Areas Systems Manager/Rescue Superintendent (Mines Rescue Station), Or Area at area level before acceptance of materials.

10. Price Fall Clause: The price charged for the stores/equipments supplied against this tender by the bidder shall in no event exceed the lowest price at which the bidder sell or offer to sell the stores of identical description to any organisation during the period of contract.

If the supplier at any time during the period of contract reduces the sale price, sells or offers to sell such stores/equipment to any organization at a price lower than the price chargeable under this contract, the supplier shall forthwith notify such reduction of sale price to the Tender Inviting Authority and the price payable under the contract for stores/equipment supplied after the date of coming in force of such reduction in sale price shall stand correspondingly reduced.

"The Bidder has to give an undertaking that they have not offered to supply/ supplied/is not supplying same or similar product/ systems or sub systems at a price lower than that offered in the present bid in respect of any Organization/ Ministry/ Department of the Govt. of India or Coal India Ltd. and/ or its Subsidiaries or other PSU or any other private organization during the currency of the contract and if it is found at any stage that same or similar product/systems or sub systems was supplied by the bidder to any Organization/ Ministry/ Department of the Govt. of India or Coal India Ltd. and/ or its Subsidiaries or other PSU or any other private organization at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded.

- (i) The currency of contract will mean the period till completion of supply.
- (ii) The bidder will be asked to submit a copy of the last (latest) purchase order for the similar/ ordered item(s) received by them from any Organization / Ministry / Department of the Govt. of India/Coal India Ltd. and/ or its Subsidiaries or other PSU or any other private organization, along with the offer.
- (iii) It shall be responsibility of the supplier to inform the purchaser of offer to supply/supply of the similar ordered item(s) at a lower rate to any Organization/Ministry/Department of the Govt. of India or Coal India Ltd. and/ or its Subsidiaries or other PSU or any other private organization during the currency of the contract.
- (iv) The supplier shall submit a certificate along with the bill(s) that it 'has not offered to supply/ supplied similar/ ordered item(s) at a lower rate to any Organization/Ministry/Department of the Govt. of India or Coal India Ltd. and/ or its Subsidiaries or other PSU or any other private organization."

(Not Applicable for Purchase Value less than Rs. Two Lakh)

11. Price Certificate: In the event of placement of Contract on the lowest tenderer they shall have to submit price certificate in all their invoices in the following format (Annexure-D):

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

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

The manufacturer as well as the bidder (if bidder is not the manufacturer) will give a declaration as per Annexure-D at they have not been banned or de-listed or debarred or 'Put on Holiday' by any Government or quasi-Government agencies or PSUs.

If a bidder and/or manufacturer has been banned or delisted or debarred or 'Put on Holiday' by any Government or quasi Government agencies or PSU, this fact must be clearly stated. The bidder need to submit the self-certificate in the format provided in the Annexure-E.

13. MII LOCAL CONTENT CERTIFICATE:

In compliance to public procurement (Preference to Make in India), Order 2017 as amended from time to time and subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products, the bidder need

mit the MII Local content certificate in the indicative format provided in the annexure F.

In cases of procurement for a value in excess of Rs. 10 crores, the 'Class - I Local Supplier' / 'Class - II Local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content and place of value addition. **The certificate must bear UDIN number without which offer shall be liable to be rejected.**

In case of Indian Agents/trader/reseller of the OEM quoting against the BID, the bidder needs to submit the certificate from their **Principals** i.e. OEM. **Otherwise offer shall be rejected.**

14. Ensuring submission of valid and authentic documents will be sole responsibility of the bidder. Failure to submit documents at a later stage it is found that the information provided is false/misleading/incomplete their offer shall be treated as unresponsive and suitable penal action as per provisions of GeM Incident Management may be taken against them.

15. Warranty/Guarantee:

- (i) The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied 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.
- (ii) The Supplier shall furnish Guarantee/Warranty certificate along with the bill for satisfactory performance of the ordered materials for a period of 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. In case of higher Manufacturer warranty, the same shall be applicable.
- (iii) The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. 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 parts/Goods thereafter.

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

NOTE: Manufacturer Authorization and the certificates in respect of UDYAM Registration of Micro and Small Enterprises (MSME), NSIC Registration, ISO Certificate, BIS License and DGMS approval must be valid on the date of bid opening of the bid.

A) Qualification Criteria:

S I N o	Category of Bidder	Scanned copy of documents to be uploaded by all the bidders in support of Basic Eligibility Criteria (Self certified copy)
------------	--------------------	---

a	Indigenous Manufacturers	<p>All of below specified documents at Sl. 1 to 2 (Self certified)</p> <p>(1) Any one of the following documents for the tendered items:</p> <ol style="list-style-type: none"> Factory license/Manufacturing license NSIC registration certificate. SSI/DIC registration certificate Valid ISO Certificate. Valid BIS license/certificate Valid DGMS approval Micro / Small Enterprises [MSE] Registration certificate for being manufacturer for the tendered item issued by District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises <p>(2) For verification of local content 'Class-I local supplier'/ 'Class-II local supplier', shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement along with details of the location(s) at which the local value addition is made as per Annexure-F</p>
b	Indian selling agents authorized by Indian manufacturer	<p>All of below specified documents at Sl. 1 to 4 (Self certified)</p> <p>(1) Specific authorization & undertaking from their principal manufacturer to quote against this tender as per Annexure-A <i>Note : (The authorization should be pre- dated (from tender opening date), properly signed and valid. The validity should correspond to the delivery period stipulated in Tender Enquiry)</i></p> <p>(2) The manufacturer/ tenderer is required to upload a certificate at no agent/ middleman/ Liaoning agent or any entity in any form other than the disclosed authorized Indian agent is involved in the process of procurement of goods and services.</p> <p>(3) Any one of the following documents of the principal manufacturer for the tendered items:</p> <ol style="list-style-type: none"> Factory license/Manufacturing license NSIC registration certificate. SSI/DIC registration certificate Valid ISO Certificate. Valid BIS license/certificate Valid DGMS approval Micro / Small Enterprises [MSE] Registration certificate for being manufacturer for the tendered item issued by District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises <p>(4) For verification of local content 'Class-I local supplier'/ 'Class-II local supplier', shall be required to indicate percentage of local content and provide self-certification from the OEM that the item offered meets the local content requirement along with details of the location(s) at which the local value addition is made as per Annexure-F</p>

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)
i	<p>The tendered item must have been supplied during the last 5 years from the date of tender opening to any Government/Public Sector Undertakings (Indigenous or Global) or any Private Industry (Indigenous or Global),.</p> <p><i>Please note that the orders should not be older than five (05) years from the date of opening of tender. Uploaded orders older than 5 years from the date of opening of tender shall be ignored.</i></p> <p><i>(No new supply orders shall be accepted during recycling of shortfall documents. Therefore bidders must be careful while uploading supply order copies online)</i></p> <p>AND</p> <p>Either, having satisfactory performance report from the user for a period of not less than 01 year</p> <p style="text-align: center;">OR</p> <p>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)::</p> <p><i>"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 been attended to and no complaints/ claims(s) are pending".</i></p> <p>Note: The supplies must be completed at least twelve months prior to last date of tender submission.</p>	<p>Both the following documents (a) and (i) or b(ii)</p> <p>a. Complete Set of Supply order(s) (Firm) copies for the tendered item. The age of orders uploaded shall be maximum 5 (five) years from the date of opening of tender for the purpose of determination of provenness of the Product offered by a bidder.</p> <p>Please note that the orders should not be older than five (05) years from the date of opening of tender. Uploaded orders older than 5 years from the date of opening of tender shall be ignored.</p> <p>AND</p> <p>b. Any of the following:</p> <p>i. Satisfactory performance report from users for a period of not less than 01 year from the date of fitment/commissioning</p> <p>OR</p> <p>ii. The bidder will be required to furnish a self-certificate to the following extent:</p> <p><i>"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 been attended to and no complaints/ claims(s) are pending".</i></p> <p>Note: The supplies must be completed at least twelve months prior to last date of tender submission.</p> <p><i>(No new supply orders shall be accepted during recycling of shortfall documents. Therefore bidders must be careful while uploading supply order copies online)</i></p>

ii	If the bidder is a Startup or Micro & Small Enterprise (MSEs) for the tendered items to be offered by them	<p>a) Certificate issued by DIPP (Department of Industrial Policy & Promotion) being "startup" or certificate issued by Authorities for being "MSE"</p> <p>AND</p> <p>b) Any one of the following documents attested by Public Notary):-</p> <p>Valid ISI marking license / DGMS Approval certificate for the offered item OR Rate contract issued by CIL/ any other subsidiary for the offered item OR Proven Ancillary certificate issued MCL for the offered item (notarized).</p> <p>Or</p> <p>Filled up 'Proforma for Equipment and Quality Control' (as per Annexure-C) for verification your technical capability by concerned technical department.</p>
----	--	---

NOTE: The bidders offer shall be summarily rejected if Manufacturer's authorisation certificate and Supply Order copies are not submitted along with the offer. No clarification shall be asked these two documents.

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 Eligibility Criteria (preferably Self certified copy)
1	<p>Price Fall Clause</p> <p>format at Annexure-G</p>	<p>The bidder shall submit a copy of the last (latest) purchase order for the offered/similar item(s) received by them from any Organization / Ministry/ Department of the Govt. of India/Coal India Ltd. and/ or its Subsidiaries or other PSU or any other private organization, along with the offer.</p> <p>Or</p> <p>The bidder shall submit a self-certificate conforming that they have not received any order copy for the offered/similar item(s) from any Organization/ Ministry/ Department of the Govt. of India/Coal India Ltd. and/ or its Subsidiaries or other PSU or any other private organization</p>
2	<p>Lowest Price certificate</p> <p>format at Annexure-D</p>	<p>Bidder shall submit Lowest Price certificate as under:</p> <p><i>"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."</i></p>
3	Any other document to support the qualification information as submitted by the bidder online	

D) Technical Specification Parameters: The materials to be offered by the bidder must conform to the Technical Parameter Sheet [TPS] uploaded along with this ATC document and all the following specified documents must be uploaded along with the offer:

TECHNICAL PARAMETER SHEET

[TO BE PROVIDED BY TECHNICAL DEPARTMENT]

Following information's are to be provided by Technical Department along with MBs or Indents:

1. **Delivery Schedule:** On as and when required basis.
2. **Guarantee/ Warrantee Clause:** The firm should supply gas filled cylinders in good condition, if any c
er found defective, the same will be replaced by the firm free of cost immediately.
3. **Performance Guarantee Clause:** Not Applicable.
4. **Inspection Clause:** Inspection shall be done by SO (E&M), Orient Area or his authorized representativ

5. **Technical Parameter:**

Item Code	Desc. Of Items	Specification Parameters	U.O.M	Evaluati on Criteria	Require d Value	Type of Docum ents to be prod uced by L-1 bid der in support o f their declarati on [if required]
-----------	----------------	--------------------------	-------	----------------------	-----------------	---

Item 1	Compressed Oxygen for Industrial Use conforming to IS:309/2005 (Fourth Revision) & General Technical Requirement filled in returnable Cylinder Rules 1981 and any other rule as current & to specifications approved by the Chief Controller of Explosives, Govt. of India.	The Compressed Oxygen for Industrial Use conforming to IS:309/2005 (Fourth Revision),	NA	Agree or Disagree	Agree	Valid Explosive License, Test report from Central Govt./NABL/ILAC accredited lab as Per IS:309(or latest)
		Free Rent Period will be 15 Days.	NA	Agree or Disagree	Agree	
		Gas cylinders should be as per Gas cylinder Rules 1981 and any other rule as current & to specifications approved by the Chief Controller of Explosives, Govt. of India.	NA	Agree or Disagree	Agree	
Item 2	Dissolved Acetylene Gas conforming to IS: 308/1988 with Amendment No 1 (Reaffirmed 1999) & General Technical Requirement filled in returnable Cylinder Rules 1981 and any other rule as current & to specifications approved by the Chief Controller of Explosives, Govt. of India.	The Dissolved Acetylene Gas conforming to IS: 308/1988 with Amendment No 1 (Reaffirmed 1999),	NA	Agree or Disagree	Agree	Valid Explosive License Test report from Central Govt./NABL/ILAC accredited lab as Per IS:308(or latest)
		Free Rent period will be 15 Days.	NA	Agree or Disagree	Agree	
		Gas cylinders should be as per Gas cylinder Rules 1981 and any other rule as current & to specifications approved by the Chief Controller of Explosives, Govt. of India.	NA	Agree or Disagree	Agree	

Note: The bidder should confirm the technical specification sheet (as mentioned above).

The bidder has to submit an undertaking that:

“The materials to be supplied shall confirm to all parameters of the Technical Parameter Sheet”.

17. Details of Tender Inviting Authority.

Staff Officer(MM),

The Office of the General Manager,

Orient Area, AT/PO- Brajrajnagar

Dist - Jharsuguda, Odisha - 768216.

18. Address of the Consignee.

Depot Officer,

Regional Stores, Orient Area

Landmark -Next to Orient Police Station,

Brajrajnagar,

Dist- Jharsuguda, Odisha - 768233

Contact No. - 8921421171

-

-

ANNEXURE-A

Authorization & Undertaking Certificate by Manufacturer

(On Letter Head of the Principal / Manufacturer)

M/s. MCL,

Address

Dear Sir

Sub: Tender No.:

WHEREAS we, M/s _____ [name of manufacturer] who are established and reputable manufacturer entered/offered items having factories at _____ [address(es) of factory(ies)],

Do hereby authorize M/s _____ [Name & Address] our Agent to submit a bid and execute the resultant contract with you on our behalf against the above Tender.

We, M/s _____ [name of manufacturer] also undertake the following:

- i) That, as a matter of our corporate policy, we don't directly quote/ market our products directly to any organization in India (except in situations like supplies to OEM / OES / OPM, supplies of spares and consumables bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical/ logistics constraints), and if, subsequently, at any stage, it is found that we have quoted directly to any organization (except in situations like supplies to OEM /OES/ OPM, supplies of spares and consumables bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical/ logistics constraints), we shall be liable for penal action as per provisions of the NIT and the Purchase Manual. Further, if at any stage, it is found that agency commission has been paid by us without declaring the agent, the commission shall be recovered with interest. (agent commission, if any, can be mentioned in "Other Charges" column of BOC)
- ii) That we will accept the responsibility for the satisfactory execution of orders placed on our authorized agent including warranty/ guarantee obligations.
- iii) That, wherever necessary, we will provide requisite inspection and testing facilities at our works in respect of orders placed on our authorized agent.
- iv) Our authorized agent's price will not exceed that which we would have quoted.
- v) Letter submitted by our Agent for inspection of goods would be accompanied by a certificate from us that the goods offered for inspection as indicated in the letter have been manufactured by us.
- vi) We hereby accept to extend our full support and commitment for all the terms and conditions including conditions of contract and warranty as per the General Conditions of Contract (GCC), Special Conditions of Contract (SCC), and Technical Specifications for the Goods and Services offered for supply by the above bidder on our behalf against the tender for the entire contract period as well as ensure supply of spares & consumables even beyond contract period as stipulated in the relevant clauses of the tender document.
- vii) In the event of failure on the part of our authorized agent in fulfilment of contractual obligations for any unforeseen reason, we shall take the responsibility to make alternate arrangements to support MCL as well as ensure the remaining period of the contract ourselves or through another competent Indian Agent/entity fulfilling the eligibility criteria stipulated in the tender document for Indian Agent, as per NIT.
- viii) We also confirm that we are not banned or delisted or debarred or put on holiday by any Government or Government Agency or any Public Sector Undertaking in India.

OR

We were banned by the organization named "-----" for a period of ----- by ----- effective from ----- to -----for ----- (the reasons to be mentioned).

(Signature)

(Name)

(Designation)

(Seal)

Signed for and on behalf of [Name of manufacturers].

ANNEXURE-B

-

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 offer have been fulfilled 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 submitted supply orders.

(Signature / Seal)

(Name / Designation)

(Name of the bidder / firm)

Signed for and on behalf of the Bidder

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

ANNEXURE-C

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

Reference : CIL/Subsidiary Co. _____ GeM Bid No. _____

Date _____ for supply of _____

1. Name and Address of the Firm
2. (a) Telephone No. office/factory/works
(b) E-mail ID
3. Location of manufacturing works/factories owned by the firm (documentary evidence of ownership must be produced).
4. Brief description of the factory (i.e. area covered accommodation, Department into which it is divided, laboratory etc.)
5. Details of plant and machinery erected and functioning in each department (monographs and description sheets) 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 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

-

ANNEXURE-D

-

SN	<u>Self-Declarations</u> (On Letter Head of the Bidder)
a	<u>Lowest Price certificate:</u>
<i>It is certified that the prices charged by us for the ordered items are the lowest prices applicable to any other person/ organization, private Co., Government department, undertaking of Central/State Government.</i>	

(Signature / Seal)

(Name / Designation)

(Name of the bidder / firm)

Signed for and on behalf of the Bidder

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

ANNEXURE-D

-

SN	<u>Self-Declarations</u> (On Letter Head of the Bidder)
b	<u>Banned/ Delisted/ Debarred/ 'Put on Holiday' Certificate:</u>
<i>We have been / have not been (strike off whichever is not applicable) banned or de-listed or Debarred or 'Put on Holiday' by any Government or quasi-Government agencies or PSUs.</i>	
<i>(Note: If applicable, the bidder has to upload copies of banning or de-listing or Debarring or 'Putting on Holiday letter)</i>	

(Signature / Seal)

(Name / Designation)

(Name of the bidder / firm)

Signed for and on behalf of the Bidder

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

-

ANNEXURE-F

SN	<u>Self-Declarations</u> (On Letter Head of the Bidder)
d	<u>Local Content Certificate:</u>

We do hereby certify that the item/s offered against the tender are manufactured at

.....
.....
.....
.....

(Give address of manufacturer's works/Factory, where the Equipment is manufactured)

We the Statutory Auditors / Cost Auditor (strike out whichever is not applicable) of M Address Class-I / Class-II Local Supplier (strike out whichever is not applicable) hereby certify that M/s Class-I / Class-II Local Supplier (strike out whichever is not applicable) meets the mandatory minimum local content requirement of the goods and / or services offered vide offer No. dt., against MCL tender No. dt. as per Order No. P-45021/2/2017-PP(BE-II) dt.04.06.2020 of Department of Industrial Policy and Promotion, Ministry of Commerce and Industry.

(Applicable in case of Companies)

Or,

We the Practicing Cost Accountant / Practicing Chartered Accountants (strike out whichever is not applicable) hereby certify that of M/s Address Class-I / Class-II Local Supplier (strike out whichever is not applicable) meets the mandatory minimum local content requirement of the goods and / or services offered vide offer No. dt., against MCL tender No. dt. as per Order No. P-45021/2/2017-PP(BE-II) dt.04.06.2020 of Department of Industrial Policy and Promotion, Ministry of Commerce and Industry.

(Applicable in case of other than Companies)

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)

(Note: If tender value is more than Rs. 10.00 Crores, then above certificate has to be issued by competent authority)

-
-
ANNEXURE-G
-

SN	<u>Self-Declarations</u> (On Letter Head of the Bidder)
1	<u>Price Fall Clause:</u> 1. We have received / have not received (strike off whichever is not applicable) any order c for the offered/similar item(s) from any Organization/ Ministry/ Department of the Govt. of Inc oal India Ltd. and/ or its Subsidiaries or other PSU or any other private organization. <u>(Note:</u> If received any order copies, the bidder has to upload copy/copies of the last (latest) purchas rder/s as per the clause) 2. We further undertake that we have not offered to supply/ supplied/is not supplying same or si r product/ systems or sub systems at a price lower than that offered in the present bid in resp of any Organization/ Ministry/ Department of the Govt. of India or Coal India Ltd. and/ or its Su iaries or other PSU or any other private organization during the currency of the contract and s found at any stage that same or similar product/systems or sub systems was supplied by us ny Organization/ Ministry/ Department of the Govt. of India or Coal India Ltd. and/ or its Subsi es or other PSU or any other private organization at a lower price during the currency of the c act, then that very price will be applicable to the present case and the difference in the cost d be refunded by us to MCL, if the contract has already been concluded.

(Signature / Seal)

(Name / Designation)

(Name of the bidder / firm)

Signed for and on behalf of the Bidder

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

ANNEXURE-O

Undertaking by the Indian selling agents/dealers/distributors authorized by Manufacturer

(On Letter Head of the Bidder)

GeM Bid No.:

We M/s. undertake the following:

- i) That we will be responsible for all the contractual obligations including quality aspects, replacement o art/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 / Seal)

(Name / Designation)

(Name of the bidder / firm)

Signed for and on behalf of

[Name of Indian selling agents/dealers/distributors authorized by Indian manufacturer].

ANNEXURE- I

Authorization & Undertaking Certificate by OEM/OES/OPM

(On Letter Head of the Principal / Manufacturer)

To

Mahanadi Coalfields Limited, (M.M.Deptt.),

Orient Area

At/PO :Brajrajnagar,

Dist. Jharsuguda (Odisha) -768216,

Dear Sir

Sub: OEM /MANUFACTURER'S DECLARATION AGAINST Bid No.:

1. WHEREAS we, M/s _____ [name of manufacturer] who are established and reputable manufacturers and have manufactured/offered items having factories at _____ [address(es) of factory(ies)] and the tendered item(s) manufactured at our factory/premises at the above address and are not "BOUGHT OUT" items. (APPLICABLE IF MANUFACTURERS QUOTE DIRECTLY)

(Or)

2. We do hereby authorize M/s _____ [Name & Address] our Agent to submit a bid and execute the resultant contract with you on our behalf against the above Tender(APPLICABLE IF MANUFACTURER AUTHORISES THEIR DEALER/DISTRIBUTOR,ETC TO QUOTE ON THEIR BEHALF)

We, M/s _____ [name of manufacturer] also undertake the following:

- i) That, as a matter of our corporate policy, we don't directly quote / market our products and if, subsequently at any stage, it is found that we have quoted directly to any organization, we shall be liable for penal action or provisions of the NIT and the CIL Purchase Manual. Further, if at any stage, it is found that a commission has been paid by us without declaring the agent, the commission will be recovered with interest, if any, can be mentioned in "Other Charges" column of BOQ)
- ii) That we will accept the responsibility for the satisfactory execution of orders placed on our authorized agent including warranty/ guarantee obligations.
- iii) That, wherever necessary, we will provide requisite inspection and testing facilities at our works in respect of orders placed on our authorized agent.
- iv) Our authorized agent's price will not exceed that which we would have quoted.
- v) Letter submitted by our Agent for inspection of goods would be accompanied by a certificate from us that the goods offered for inspection as indicated in the letter have been manufactured by us.
- vi) We hereby accept to extend our full support and commitment for all the terms and conditions including guarantee and warranty as per the General Conditions of Contract (GCC), Special Conditions of Contract (SCC), T

cal Specifications for the Goods and Services offered for supply by the above bidder on our behalf against tender for the entire contract period as well as ensure supply of spares & consumables even beyond contract period as stipulated in the relevant clauses of the tender document.

- vii) In the event of failure on the part of our authorized agent in fulfillment of contractual obligations for any reason, we shall take the responsibility to make alternate arrangements to support MCL as well as ensure the remaining period of the contract ourselves or through another competent Indian Agent/entity fulfilling eligibility criteria stipulated in the tender document for Indian Agent, as per NIT.
- viii) We also confirm that we are not banned or delisted or debarred or put on holiday by any Government or Government Agency or any Public Sector Undertaking in India.

OR

We were banned by the organization named "-----" for a period of ----- by ----- effective from ----- to -----for ----- (the reasons to be mentioned).

(Signature)

(Name)

(Designation)

(Seal)

Signed for and on behalf of [Name of manufacturers].

ANNEXURE-J

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

(On Letter Head of the Bidder)

GeM Bid No.:

We M/s. undertake the following:

- i) That we will be responsible for all the contractual obligations including quality aspects, replacement of /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 OEM/OPM].

ANNEXURE-K

-

SN	<u>Self-Declarations</u> (On Letter Head of the Bidder)
c	<u>Declaration of HSN Code and GST Rate:</u> 1. GST rate for the tendered items is % 2. HSN code for the tendered items is
-	-

(Signature / Seal)

(Name / Designation)

(Name of the bidder / firm)

Signed for and on behalf of the Bidder

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

ANNEXURE-L

-

SN	<u>Self-Declarations</u> (On Letter Head of the Bidder)
g	<u>Undertaking for accepting all terms & conditions:</u> <i>It is certified that we have understood the requirement in detail and quoting accordingly and submitted the genuine documents as asked in the Bid and any false information detected, the action taken will be binding and acceptable to us.</i> AND <i>It is certified that we have accepted all Bid Specific Additional Terms and Conditions unconditionally.</i>

(Signature / Seal)

(Name / Designation)

(Name of the bidder / firm)

Signed for and on behalf of the Bidder

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

ANNEXURE-M

DECLARATION AND UNDERTAKING BY MSE/STARTUPS:-

S.No.	Particulars	Details	Remarks
1.	Our Organisation is Propreitory/Partnership/Private Ltd Co/Public Ltd. Co./Others:-		
2.	Our organisation is a Micro/Small/Medium Scale Industry/Startup/Others:-		
3.	Whether manufacturer of the tendered item(s) and the NIC 5 DIGIT CODE under which the tendered item(s) is/are covered by Udyam Registration Certificate:- -		
4.	Whether you are registered under SC/ST/GENERAL/OTHER /WOMEN CATEGORIES:-		
5.	A declaration from the Directors/Partner of the start-up stating that bid is submitted by Start-up as a Manufacturer of the quoted item (in case of procurement of Goods) and not as a trader/dealer/distributor,etc:-		

(Signature / Seal)

(Name / Designation)

(Name of the bidder / firm)

Signed for and on behalf of the Bidder

ANNEXURE-N

MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT

RTGS TRANSFER

To,
 The Mahanadi Coalfields Limited,
 Orient Area,
 Brajrajnagar, Dist- Jharsuguda - 768216

Dear Sir,

Sub: Authorisation for release of payment due from Mahanadi Coalfields Limited, Talcher Area through Elec
 c Fund Transfer / Internet Banking NEFT / RTGS Transfer.

(Please fill in the information in CAPITAL LETTERS, Please TICK wherever it is applicable)

Party Details	
Name of the Party	
Address of the Party	
	City _____ PIN CODE _____
	E-Mail ID _____
	Permanent Account Number _____

Particulars of Bank										
Name & Style of Bank A/C										
Bank Name				Branch Name						
PIN Code				Branch Code						
IFSC No.										
Account Type	Savings		Current			Cash Credit				
Account Number (as appearing in the Cheque Book)										
IFSC Code appearing on the cheque supplied by the Bank to be mentioned. Attached Cancelled cheque or Xerox Copy of cheque or Xerox Copy of front page of pass book containing details of A/C and bank for ensuring accuracy of bank name, branch name and code number.										

I hereby declare that the particulars given above are correct and complete. If any transaction is delay r not effected for reasons of incomplete or incorrect information, I shall not hold Mahanadi Coalfields Limited r nsible. I also undertake to advise any change in the particulars of my account to facilitate updation of record: purpose of credit of amount through SBI-Net / RTGS Transfer.

Place:

Date:

Signature of the party/Authorised Signatory

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 [attached categories](#), 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.

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

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

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 share 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 with 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. [जै](#) 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 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 वे 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 का अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---