



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2024/B/5598874 Dated/दिनांक : 14-11-2024

Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण | | |
|-----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Bid End Date/Time/बिड बंद होने की तारीख/समय | 25-11-2024 11:00:00 | |
| Bid Opening Date/Time/बिंड खुलने की तारीख/समय | 25-11-2024 11:30:00 | |
| 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 | Western Coalfields Limited | |
| Office Name/कार्यालय का नाम | Wcl Nagpur Maharashtra | |
| ltem Category/मद केटेगरी | Custom Bid for Services - Repair of 03 Three Nos of Pumps of Make ROTO MRSA081 at Rajur Incline Colliery Ghonsa Sub Area Wani North Area | |
| Similar Category/समान श्रेणी | Repair and Overhauling Service | |
| Contract Period/अनुबंध अवधि | 1 Month(s) | |
| Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है | Yes | |
| MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट | No No | |
| Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट | No | |
| Document required from seller/विक्रेता से मांगे गए दस्तावेज़ | Experience Criteria, Certificate (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 the buyer | |
| Do you want to show documents uploaded by bidders to all bidders participated in bid?/ | Yes | |
| Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया | No | |
| Type of Bid/बिंड का प्रकार | Two Packet Bid | |
| | | |

| Bid Details/बिड विवरण | |
|----------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय | 7 Days |
| Estimated Bid Value/अनुमानित बिड मूल्य | 226644 |
| Evaluation Method/मूल्यांकन पद्धति | Total value wise evaluation |
| Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वितीय दस्तावेज ब्रेकअप आवश्यक है | Yes |
| Arbitration Clause | No |
| Mediation Clause | No |

EMD Detail/ईएमडी विवरण

| Required/आवश्यकता | No |
|-------------------|----|

ePBG Detail/ईपीबीजी विवरण

| Advisory Bank/एडवाइजरी बैंक | ICICI | |
|-------------------------------------------------------------------------|-------|--|
| ePBG Percentage(%)/ईपीबीजी प्रतिशत (%) | 5.00 | |
| Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने). | 24 | |

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

Beneficiary/लाभार्थी :

SO(E&M) WCL WANI NORTH AREA (Rakam Naresh)

MII Compliance/एमआईआई अनुपालन

| MII Compliance/एमआईआई अनुपालन | Yes |
|-------------------------------|-----|

MSE Purchase Preference/एमएसई खरीद वरीयता

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

1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference 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 service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the 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 the credentials of the service provider are validated online in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

2. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

- 3. 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.
- 4. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
- 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
- 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
- 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता:

PRICE BREAKUP - 1731415095.xlsx

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

GEM Availability Report (GAR): <u>1731394926.pdf</u>

Payment Terms: <u>1731394938.pdf</u> **Scope of Work:** 1731414950.pdf

Instruction To Bidder:1731414960.pdf

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload: 1731566133.pdf

Custom Bid For Services - Repair Of 03 Three Nos Of Pumps Of Make ROTO MRSA081 At Rajur Incline Colliery Ghonsa Sub Area Wani North Area (1)

Technical Specifications/तकनीकी विशिष्टियाँ

| Specification | Values | | |
|----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|--|--|
| Core | | | |
| Description /Nomenclature of Service Proposed for procurement using custom bid functionality | Repair of 03 Three Nos of Pumps of Make ROTO MRSA081 a Rajur Incline Colliery Ghonsa Sub Area Wani North Area | | |
| Regulatory/ Statutory Compliance of Service | YES | | |
| Compliance of Service to SOW, STC, SLA etc | YES | | |

| Specification | Values | |
|---------------|--------|--|
| Addon(s)/एडऑन | | |

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | The quantity of procurement "1" indicates Project based or Lumpsum based hiring. | Additional Requirement/अतिरिक्त आवश्यकता |
|-------------------|------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|------------------------------------------------|
| 1 | Vijaykumar | 445304,Regional Stores, WCL Wani North Area , PO UKNI, Tahsil WANI Dist Yavatmal (MS)Pin 445 304 | 1 | N/A |

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

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific SLA

File Attachment Click here to view the file.

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

TERMS AND CONDITIONS

- 1. <u>Inspection</u>: Inspection will be done by Colliery Engineer (E&M), Rajur Incline Colli ery Mine during progress of work / completion of work.
- 2. The tenderer is advised to see the quantum of work / site condition before submissi on of tender to avoid further complications.
- 3. The party should provide all the materials of good quality. The party is advised to e nclosed the copy of supplied material delivery challan along with the bill as per the B OO.
- 4. **Completion Period**: 30 Days from the date of handing over of job / site.

- 5. The rates once awarded will remain firm for the entire period of contract / agreeme nt.
- 6. The total price shall be quoted including GST in the GeM Portal.
- 7. The tenderer cannot transfer / sub let any part of work.
- 8. <u>Transportation:</u> Transportation of all materials shall be the responsibility of bidd er.
- 9. Payment of Bill: 90 % payment will be made within 21 days after submission of bill and balance 10 % will be paid after satisfactory performance for Nine months from the date of delivery / installation.
- 10. **Guarantee**: The work should be guaranteed for a period of six months from the date of installation or 09 (Nine) months after date of delivery. In case of pre-mature failure of the job within the guarantee period the same will be repaired free of cost by the party within 15 days from date of joint inspection.
- 11. Paying Authority: Area Finance Manager, WCL, Wani North Area
- 12.Bill should be submitted through Colliery Engineer (E&M), Rajur Incline Colliery Mi ne / SAM Ghonsa Rajur Sub Area to S.O. (E&M), Wani North Area with necessary cer tification of satisfactory completion of work.
- 13. **Scope of work**: As specify in the bill of quantities. All materials and consumable with labour charges as covered in BOQ will be provided by the contractor / bidder.
- 14. <u>Liquidated Damages Clause</u>:- If the contractor fails to maintain the required pr ogress in terms of the agreed time & progress chart or to complete the work on or be fore the scheduled date or extended date of completion, he shall, without prejudice t o any other right or remedy available under the law to the company on account of su ch breach, pay as compensation (Liquidated Damages) @ half percent (1/2 %) of the contract price per week of delay. The aggregate of such COmpensation / compensating shall not exceed 10% (Ten) percent of the total value as shown in the contract.
- 15. Force Majeure clause: If the execution of the work by the tenderer / bidders is delayed beyond the period stipulated in the contract work order as a result of outbreak of hostilities, declaration of an embargo or blockade or fire, flood, acts of nature or any other contingency beyond the tenderer / bidders control due to Act of God, then Western Coalfields Limited may allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final.
- 16. The management reserves the right to accept / reject any or all tenders, split the work amongst more than one tenderers without assigning any reason whatsoever.
- 17.All the corrigendum and amendments issued on website or otherwise from this off ice regarding this NIT shall be responsibility of the tenderers to comply with.
- 18. **Extension of Completion period**: If the execution of work by the tenderer is d elayed beyond the stipulated period due to delay in handing over the works as menti oned. WCL may allow such additional time by extending the completion period.
- 19. The contractor shall ensure all safety measures for his workmen engaged for the j ob as well as men material and equipments of WCL. The contractor shall provide saf ety equipment like safety belt, insulated tools etc. as required and all safety rules and regulation shall be observed by the contractor as applicable.

20.If any tenderer declines to execute the and carry out the work after acceptance of their tender, without prejudice, WCL, shall have right to terminate the work order aft er forfeiting the EMD and taking any other action deemed fit without assigning any re ason whatsoever.

21. **Termination of Contract:** - The company shall, in addition to other remedial ste ps to be taken as provide in the conditions of contract be entitled to cancel the contract in full or in part, if the contractor: -

Makes default in proceeding with the works with due diligence and continues to do s o even after a notice in writing from Engineer-In-charge, then on the expiry of the per iod as specified in the notice.

Or

Commits default/ breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the sat isfaction of the Engineer-In-charge, then on the expiry of the period as may be specified by the Engineer-In-charge in a notice in writing.

Disclaimer/अस्वीकरण

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. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

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.

This Bid is governed by the <u>General Terms and Conditions/सामान्य नियम और शर्त</u>, conditions stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्ते is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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./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।

---Thank You/धन्यवाद---