



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5727506
Dated/दिनांक : 27-12-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	17-01-2025 20:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	17-01-2025 20:30:00
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	22050
Item Category/मद केटेगरी	Engine Oil- SAE 10 , Transmission Oil SAE 30
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	Transmission Oil SAE 30
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Transmission Oil TSZP-8, Internal Combustion Engine Crankcase Oils for Automotive Application (Diesel and gasoline) as per IS: 13656, Transmission oils, Transmission/Drive Train Oil (TDTO), Microscope immersion oil, De-Oiling Polyelectrolyte-IS 3025
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Transmission Oil TSZP-8
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/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),OEM Authorization Certificate *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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes

Bid Details/बिड विवरण	
RA Qualification Rule	H1-Highest Priced Bid Elimination
ITC available to buyer/क्रेता के लिए उपलब्ध आईटीसी	Yes
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	Transmission Oil SAE 30
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
Estimated Bid Value/अनुमानित बिड मूल्य	2653752.15
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)	14200
Schedule 2 EMD Amount/ईएमडी राशि (In INR)	38876

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).	3

(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 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।

(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 राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

SO(MM)

Regional Stores, Materials Management, Basundhara Area, MCL, Dist-Sundargarh, PIN-770076 Odisha
(Pradeep Kumar.n)

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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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 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.

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.

6. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

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	709947	Engine Oil- Sae 10	6300
Schedule 2	1943805.15	Transmission Oil Sae 30	15750

Engine Oil- SAE 10 (6300 liter)

(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

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

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 के दिन
1	Ravi Kumar	770076,Mahanadi Coalfields Limited, At & Po- Basundhara, Sundargarh, Basundhara-770076	6300	30

Transmission Oil SAE 30 (15750 liter)

(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

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

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 के दिन
1	Ravi Kumar	770076,Mahanadi Coalfields Limited, At & Po- Basundhara, Sundargarh, Basundhara-770076	15750	30

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

2. **Scope of Supply**

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

3. **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.

4. **Warranty**

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

5. **Warranty**

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

6. **Warranty**

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 10 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

7. **Forms of EMD and PBG**

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

MAHANADI COALFIELDS LIMITED, BASUNDHARA AREA
payable at
STATE BANK OF INDIA, BALINGA (004221)

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 Banker's Cheque in favour of

MAHANADI COALFIELDS LIMITED, BASUNDHARA AREA
payable at
STATE BANK OF INDIA, BALINGA (004221)

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

9. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

MAHANADI COALFIELDS LIMITED, BASUNDHARA AREA

Account No.

00000011469517059

IFSC Code

SBIN0004221

Bank Name

STATE BANK OF INDIA

Branch address

BALINGA, MCL BASUNDHARA, AREA CAMPUS, TIKILIPARA, SUNDARGARH, ORISSA 770076

. 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 along with bid.

10. **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

MAHANADI COALFIELDS LIMITED, BASUNDHARA AREA

payable at

STATE BANK OF INDIA, BALINGA (004221)

. 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.

11. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

MAHANADI COALFIELDS LIMITED, BASUNDHARA AREA

Account No.

00000011469517059

IFSC Code

SBIN0004221

Bank Name

STATE BANK OF INDIA

Branch address

BALINGA, MCL BASUNDHARA, AREA CAMPUS, TIKILIPARA, SUNDARGARH, ORISSA 770076

. Successful Bidder to indicate Contract number and name of Seller 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 in place of PBG within 15 days of award of contract.

12. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. The bidder needs to upload document towards acceptance of the TP S of the offered product as per the Buyer's Specification Document as per the bid requirement.

2. The bidder needs to upload either self-declaration towards OEM or OEM authorization issued from OEM itself (M/s BEML LTD, CUMMINS, L&T, TATA HITACHI, VOLVO, EPIROC, REVATHI)

3. The seller has to furnish authorization/Recommendation from the OEMs such as M/s BEML LTD, CUMMINS, L&T, TATA HITACHI, VOLVO, EPIROC, REVATHI.

4. The successful L-1 bidder shall submit Security deposit for 5% of the value of contract for a period of 3 months which is opted in place of e-PBG.

Note: In this case PBG is not applicable. However, Security Deposit is asked in ePBG detail as mentioned above in the bid document. SD Can be submitted in the form of DD, NEFT/ RTGS mode, Banker's Cheque or Bank Guarantee.

5. Provenness criteria

The bidder will be considered proven in case the bidder has supplied tendered item of same or higher capacity 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 for a period of minimum one year from the date of installation or date of supply whichever is later.

6. All of specified documents (digitally signed for documents submitted)

SATISFACTORY PERFORMANCE:-

The bidder should submit satisfactory performance report(s) issued by end user(s) against the submitted supply order (s) regarding performance of supplied items for a period of minimum one year from the date of installation or date of supply whichever is later.

In case where provenness of the offered product is being ascertained on the basis of supply made in other subsidiaries of CIL or other PSU's/Govt. departments/Private Organization, the bidder shall submit a digitally signed certificate as per format mentioned in **Annexure-SP**, along with proof of supplies (Received Challans/Invoices) against the purchase order(s)/Rate SI No Item description Purchase order/ Rate Contract No Purchase order/ Rate Contract Date (in DD/ MM/YYYY format) Date of Supply (in DD/MM/YYYY format) Documents against proof of supplies. contract(s) is required) to fulfill provenness criteria.

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

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

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

Note: (i) In case, Authorized Agent /Dealer is submitting the offer on behalf of the manufacturer, supplies made by the manufacturer will be considered for which bidder has to submit supply order copy(s) and satisfactory performance report from the end user(s) for a period of minimum one year from the date of commissioning towards supplies made by the manufacturer/principal.

(ii) The bidder are advised to submit complete set of Supply order(s) along with other relevant documents like technical particulars, amendments, if any.

Annexure-SP

FORMAT FOR SELF- CERTIFICATION OF PERFORMANCE

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

SI No	Item description	Purchase order/ Rate Contract No	Purchase order/ Rate Contract Date (in DD/ MM/YYYY format)	Date of Supply (in DD/MM/YYYY format)	Documents against proof of supplies.

Name & Signature of bidder with date

Designation

Seal of the firm

7. Relaxing Prior experience and turnover criteria for start-ups and MS Esin Public Procurement :

Definition and Eligibility of Startup shall be in line with OM vide letter no. F-20/2/2014 PPD (pt.) Dtd. 25.07.2016 of Under Secretary to GOI, Ministry of Finance, Department of Expenditure, Procurement Policy Division, New Delhi, with subsequent amendments, if any.

Definition of MSEs shall be as per Public Procurement 2012, with subsequent amendments, if any.

(i) Prior experience and prior turn over criteria are not applicable for Startup& MSEs in respect of either of the following situations and no further documents regarding proven-ness will be required to be submitted by this category of Bidders.

a. If Bidders have submitted documents to prove the Startup / MSE status for the tendered item without certificate towards quality, assurance and capability from some authority like MSME, NSIC, etc., the Tender Inviting Authority, if required, may assess the techno-commercial capability of the vendors to manufacture and deliver goods as per the prescribed quality and technical specification before awarding contract to them. For this purpose, a 'PROFORMA for Equipment and Quality Control' (as per Annexure-A) has been enclosed in the tender documents and such MSEs/ STARTUPS should submit the details of plant & machinery, quality control arrangements, etc., in the above PROFORMA along with their bids for verification of their technical capability.

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

b. If favorable technical capability reports obtained earlier on such firms for supply of the item in question as per the required specification is available, these may be considered, provided date of such reports is not more than one year from the date of opening of bids. In case there is deficiency in technical capacity 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, clearly indicating that their offer cannot be considered for relaxation against the tender in question and to avoid any future complications. The issues relating to Technical capability may be decided by the Head of the Technical Department.

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

ments submitted in modes other than e• procure ment portal), for relaxation from the criteria of prior experience and prior turnover:

a) Valid BIS Marking License for the quoted items

Or

b) Rate contract issued by CIL/its Subsidiary Companies for the quoted items or a valid DGMS Approval certificate for the quoted items

Or

c) Proven Ancillary certificate issued by the Subsidiary Companies for the quoted items.

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

If the documents are related to the OEM or principal, the self-certification of OEM or principal shall also be required.

ANNEXURE-A :-PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

(To be submitted by the Startups / MSE firms who claim the relaxation of the prior turnover and prior experience criteria, as per bid terms)

Reference: Mahanadi Coalfields Ltd

Hqrs__TenderNo._____Date_____for supply of_____

1. Name and Address of the Firm

2. (a) Telephone No. office/factory/works

(b) Fax No. / E-mail ID

3. Location of manufacturing works/factories owned by the firm (documentary evidence of ownership must be produced).

4. Brief description of the factory (i.e. area covered accommodation, Department into which it is divided, laboratory etc.)

5. Details of plant and machinery erected and functioning in each department (monographs and description pamphlets) be supplied if available.

6. Whether the process of manufacture in the factory is carried out with the aid of power or Without it.

7. Process Flow Chart for the whole manufacturing process of the tendered item

8. Details and stocks of raw materials held.

9. Production capacity of items quoted for with the existing plants and machinery

(a) Normal

(b) Maximum

10. Details of Quality Assurance Plan and Quality Control Infrastructure such as laboratories etc.

11. (a) Details of technical supervisory staff in-charge of production and quality control.

(b) Skilled labour employed.

(c) Unskilled labour employed

(d) Maximum number of workers (skilled and unskilled) employed on any day during 18 months preceding the date of application.

12. Whether stores were tested to any standard specification, if so, copies of original test certificate should be submitted in duplicate.

(Signature of Tenderer)

NB: Details against si nos. 5 to 12 inclusive need be restricted to the extent they pertain to the items under reference.

8. Bidder shall submit Lowest Price certificate as under along with supplies:

"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."

9. Security Deposit:

Security Deposit Bank Guarantee Format

..... (name & address of the Purchaser/Company)

Re : Bank Guarantee in respect of Agreement dated Day of 20 between
.. (Name of Purchaser Company) and(Name of Supplier Company)

Messrs..... a Company / Firm having its office at No.
... hereinafter called the Contractor has entered into an agreement dated (hereinafter called 'the said agreement') with (Name of the Purchaser Company) hereinafter called ('the Company') to supply stores/materials amounting 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/materials will be made to the Contractor in terms of the said agreement on the contractors furnishing to the company a bank guarantee for the sum of Rs as security for due repayment of the said sum in terms of the said agreement, and also interest as therein provided.

The (Name of the Bank) having its Office at has at the request of the Contractor agreed to give the guarantee as hereinafter contained.

We (Name of the Bank) (hereinafter called 'the Bank') do hereby unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and condition of the said agreement 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 thereunder, the Bank shall on demand and without any objection or demur pay to the Company the said sum of Rs..... or such portion as shall then remain unpaid with interest without requiring the company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same, or calling on the company to compel such payment by the contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the company and as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold, payment on the ground that the contractor has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the Company and the contractor regarding the claim.

We, the Bank- further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect till the period that will be taken for the performance of the said agreement which is likely to be the ... day of but if the period of agreement is extended either pursuant to the provisions in the said agreement or by mutual agreement between the contractor and the Company the Bank shall renew the period of the guarantee failing which it shall pay to the Company the said sum of Rs o

or such lesser amount out of the said sum of Rs as may be due to the Company and as the Company may demand. This guarantee shall remain in force until the dues of the Company in respect of the said sum of Rs and interest are fully satisfied and the company certifies that the agreement regarding re-payment of the said sum of Rs has been fully carried out by the contractor and discharges the guarantee.

The Bank further agrees with the Company that the Company shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forbear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the contractor or through any forbearance, act or omission on the part of the Company or any indulgence by the Company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of relieving or discharging the Guarantor.

The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above the Bank shall pay to the Company the said sum of Rs..... or such lesser sum as may then be due to the Company 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 guarantee is renewed or a claim is preferred against the Bank within 3 months from the said date all rights of the company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

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

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 of 20 .. .

Place

Signature of the authorized person

For and on behalf of the Bank

10. WHILE SUBMITTING BID, THE BIDDERS MUST HAVE TO COMPLY THE ADDITIONAL TERMS AND CONDITIONS AS WELL AS SPECIFICATION PARAMETERS FOR CONSIDERATION OF THEIR BIDS.

11. CHECK LIST OF DOCUMENTS TO BESUBMITTED / UPLOADED:-

i. Compliance of BOQ & Specification document.

ii. PURCHASE ORDER COPIES ALONGWITH PROOF OF SUPPLIES

a) Purchase Order Copies placed during the last five years from the date of tender opening alongwith proof of supplies & Satisfactory Performance Certificate for a period of not less than 1 Year from date of tender opening as per Provenness Criteria indicated Clause no. 11_1.

b) DOCUMENTARY EVIDENCE OF BEING MSE for the tendered item. Submitting Udyam Registration Certificate will not make the bidder eligible against Provenness Criteria. In addition to Udyam Registration, Satisfactory Performance Certificate as per Annexure-SP, Copies of Supply Orders indicated in Annexure S P with pr

Proof of Supplies should be uploaded to judge the technical capabilities of firm.

iii. Sample Forms and Annexures (SFA) of Buyer uploaded ATC Documents duly filled & sealed (wherever applicable) should be uploaded.

12. Guarantee/Warranty:- For a period 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.

13. Please refer to clause no. 6(i) of GTC of GEM wherein the price to be quoted should be inclusive of GST.

14. "Product / Product delivery should comply with, ensuring the quality of service, protection of the environment and health & safety during and after their activities, as Per Company / Govt. norms".

15. All Eligible Bidders should upload the requisite documents as per clause no. 13, Buyer Added Bid Specific ATC.

13. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

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 [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 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.

[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 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---