

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687743508749

अनुबंध तिथि | Generated Date : 06-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4681468](#)

अनुसूची नाम | Schedule Name: Schedule 2, Schedule 11, Schedule 7, Schedule 4, Schedule 8, Schedule 9, Schedule 5

संगठन विवरण   Organisation Details	
प्ररूप   Type :	Central PSU
मंत्रालय   Ministry :	Ministry of Coal
विभाग   Department :	MAHANADI COALFIELDS LIMITED
संगठन का नाम   Organisation Name :	MAHANADI COALFIELDS LIMITED
कार्यालय क्षेत्र   Office Zone :	MAHANADI COALFIELDS LIMITED
खरीदार विवरण   Buyer Details	
पद   Designation :	Sundaram S K SO MM
संपर्क नंबर   Contact No. :	62600-98200-
ईमेल आईडी   Email ID :	so-mm-lkpa.mcl@nic.in
जीएसटीआईएन   GSTIN :	21AABCM5188P1Z3
पता   Address :	Office of the Chief General Manager, Mahanadi Coalfields Limited, Lakhanpur Area, At/PO Bandhbahal, Via, Belpahar, JHARSUGUDA, ODISHA-768211, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail	
आईएफडी सहमति   IFD Concurrence :	Yes
प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval :	General Manager Lakhanpur Area MCL
वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval :	Area Finance Manager Lakhanpur Area MCL
भुगतान प्राधिकरण विवरण   Paying Authority Details	
Role:	PAO
भुगतान का तरीका   Payment Mode:	Internet Banking
पद   Designation :	B Santosh Kumar Mgr F
ईमेल आईडी   Email ID :	so-fin-lkpa.mcl@coalindia.in
जीएसटीआईएन   GSTIN :	N
पता   Address:	Office of the Chief General Manager, Mahanadi Coalfields Limited, Lakhanpur Area, At/PO Bandhbahal, Via, Belpahar, JHARSUGUDA, ODISHA-768211, India

विक्रेता विवरण   Seller Details	
जेम विक्रेता आईडी   GeM Seller ID :	105D190000855735
कंपनी का नाम   Company Name :	TECHNO ENGINEERING AND RUBBER INDUSTRIES
संपर्क नंबर   Contact No. :	09823105683
ईमेल आईडी   Email ID :	technoengngp@gmail.com
पता   Address :	E 14,15,MIDC,,HINGNA INDUSTRIAL AREA, Nagpur, MAHARASHTRA-440016, -
एमआईआई स्थिति   MII Status :	True
एमएसएमई सत्यापित   MSME verified :	No
एमएसएमई पंजीकरण संख्या   MSME Registration number :	UDYAM-MH-20-0004975
एमएसई सामाजिक श्रेणी   MSE Social Category :	General
एमएसई लिंग श्रेणी   MSE Gender :	Male
जीएसटीआईएन   GSTIN:	27ACVPC2346Q1ZY

\*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

वितरण निर्देश | Delivery Instructions : NA

उत्पाद विवरण   Product Details						
#	आइटम विवरण   Item Description	आइटम विवरण   Ordered Quantity	इकाई   Unit	इकाई मूल्य (INR)   Unit Price (INR)	कर विभाजन (INR)   Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित)   Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम   Product Name : ROTATING ASSEMBLY COMPLETE, MOC BRONZE, FOR BEACON WEIR SDD 250by350 PUMP, HEAD - 120MTR, DISCHARGE - 180LPS, PART NO. 17, AS PER SPECIFICATION. ब्रांड   Brand : Techno ब्रांड प्रकार   Brand Type : Unbranded कैटलॉग की स्थिति   Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है   Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : BOQ (Q3) मॉडल   Model: SDD 250/350 एचएसएन कोड   HSN Code: 84139120	5	NOS	310,052.08	NA	1,550,260.4

2	<p>उत्पाद का नाम   <b>Product Name</b> : CASING WEAR RING, MOC BRONZE, FOR BEACON WEIR SDD 250by350 PUMP, HEAD - 120MTR, DISCHARGE - 180LPS, PART NO. SDD25035006, AS PER SPECIFICATION.</p> <p>ब्रांड   <b>Brand</b> : Techno</p> <p>ब्रांड प्रकार   <b>Brand Type</b> : Unbranded</p> <p>कैटलॉग की स्थिति   <b>Catalogue Status</b>: Catalogue not verified by OEM</p> <p>कैसे बेचा जा रहा है   <b>Selling As</b> : Reseller not verified by OEM</p> <p>श्रेणी का नाम और चतुर्थांश   <b>Category Name &amp; Quadrant</b> : BOQ (Q3)</p> <p>मॉडल   <b>Model</b>: SDD 250/350</p> <p>एचएसएन कोड   <b>HSN Code</b>: 84139120</p>	18	NOS	9,720.38	NA	174,966.84
3	<p>उत्पाद का नाम   <b>Product Name</b> : BEARING HOUSING DE, MOC CI, FOR BEACON WEIR SDD 250by350 PUMP, HEAD - 120MTR, DISCHARGE - 180LPS, PART NO. SDD250350002, AS PER SPECIFICATION.</p> <p>ब्रांड   <b>Brand</b> : Techno</p> <p>ब्रांड प्रकार   <b>Brand Type</b> : Unbranded</p> <p>कैटलॉग की स्थिति   <b>Catalogue Status</b>: Catalogue not verified by OEM</p> <p>कैसे बेचा जा रहा है   <b>Selling As</b> : Reseller not verified by OEM</p> <p>श्रेणी का नाम और चतुर्थांश   <b>Category Name &amp; Quadrant</b> : BOQ (Q3)</p> <p>मॉडल   <b>Model</b>: SDD 250/350</p> <p>एचएसएन कोड   <b>HSN Code</b>: 84139120</p>	2	NOS	8,876.49	NA	17,752.98
4	<p>उत्पाद का नाम   <b>Product Name</b> : SHAFT WITH SLEEVE _ NUT AND IMPELLER KEY-E, MOC Shaft - EN 19, Sleeve - Bronze, FOR BEACON WEIR SDD 250by350 PUMP, HEAD - 120MTR, DISCHARGE - 180LPS, PART NO. 05, AS PER SPECIFICATION.</p> <p>ब्रांड   <b>Brand</b> : Techno</p> <p>ब्रांड प्रकार   <b>Brand Type</b> : Unbranded</p> <p>कैटलॉग की स्थिति   <b>Catalogue Status</b>: Catalogue not verified by OEM</p> <p>कैसे बेचा जा रहा है   <b>Selling As</b> : Reseller not verified by OEM</p> <p>श्रेणी का नाम और चतुर्थांश   <b>Category Name &amp; Quadrant</b> : BOQ (Q3)</p> <p>मॉडल   <b>Model</b>: SDD 250/350</p> <p>एचएसएन कोड   <b>HSN Code</b>: 84139120</p>	4	NOS	27,504.62	NA	110,018.48
5	<p>उत्पाद का नाम   <b>Product Name</b> : BEARING HOUSING NDE, MOC CI, FOR BEACON WEIR SDD 250by350 PUMP, HEAD - 120MTR, DISCHARGE - 180LPS, PART NO. SDD250350003, AS PER SPECIFICATION.</p> <p>ब्रांड   <b>Brand</b> : Techno</p> <p>ब्रांड प्रकार   <b>Brand Type</b> : Unbranded</p> <p>कैटलॉग की स्थिति   <b>Catalogue Status</b>: Catalogue not verified by OEM</p> <p>कैसे बेचा जा रहा है   <b>Selling As</b> : Reseller not verified by OEM</p> <p>श्रेणी का नाम और चतुर्थांश   <b>Category Name &amp; Quadrant</b> : BOQ (Q3)</p> <p>मॉडल   <b>Model</b>: SDD 250/350</p> <p>एचएसएन कोड   <b>HSN Code</b>: 84139120</p>	2	NOS	8,876.49	NA	17,752.98
6	<p>उत्पाद का नाम   <b>Product Name</b> : GLAND, MOC CI, FOR BEACON WEIR SDD 250by350 PUMP, HEAD - 120MTR, DISCHARGE - 180LPS, PART NO. SDD250350005, AS PER SPECIFICATION.</p> <p>ब्रांड   <b>Brand</b> : Techno</p> <p>ब्रांड प्रकार   <b>Brand Type</b> : Unbranded</p> <p>कैटलॉग की स्थिति   <b>Catalogue Status</b>: Catalogue not verified by OEM</p> <p>कैसे बेचा जा रहा है   <b>Selling As</b> : Reseller not verified by OEM</p> <p>श्रेणी का नाम और चतुर्थांश   <b>Category Name &amp; Quadrant</b> : BOQ (Q3)</p> <p>मॉडल   <b>Model</b>: SDD 250/350</p> <p>एचएसएन कोड   <b>HSN Code</b>: 84139120</p>	10	NOS	1,557.46	NA	15,574.6
7	<p>उत्पाद का नाम   <b>Product Name</b> : SHAFT SLEEVE, MOC BRONZE, FOR BEACON WEIR SDD 250by350 PUMP, HEAD - 120MTR, DISCHARGE - 180LPS, PART NO. SDD250350009, AS PER SPECIFICATION.</p> <p>ब्रांड   <b>Brand</b> : Techno</p> <p>ब्रांड प्रकार   <b>Brand Type</b> : Unbranded</p> <p>कैटलॉग की स्थिति   <b>Catalogue Status</b>: Catalogue not verified by OEM</p> <p>कैसे बेचा जा रहा है   <b>Selling As</b> : Reseller not verified by OEM</p> <p>श्रेणी का नाम और चतुर्थांश   <b>Category Name &amp; Quadrant</b> : BOQ (Q3)</p> <p>मॉडल   <b>Model</b>: SDD 250/350</p> <p>एचएसएन कोड   <b>HSN Code</b>: 84139120</p>	22	NOS	20,972.27	NA	461,389.94
कुल ऑर्डर मूल्य   Total Order Value (in INR)						2,347,716.22
<b>परोक्षिती विवरण   Consignee Detail</b>						
क्र.सं.   S.No	परोक्षिती   Consignee	वस्तु   Item	लॉट नंबर   Lot No.	मात्रा   Quantity	दिनांक के बाद डिलीवरी शुरू करना है   Delivery Start After	वितरण पूरा कब तक करना है   Delivery To Be Completed By
		ROTATING ASSEMBLY COMPLETE, MOC BRONZE, FOR BEACON WEIR SDD 250by350 PUMP, HEAD - 120MTR, DISCHARGE - 180LPS, PART NO. 17, AS PER SPECIFICATION.	-	5	06-Apr-2024	21-May-2024
		CASING WEAR RING, MOC BRONZE, FOR BEACON WEIR SDD 250by350 PUMP, HEAD - 120MTR, DISCHARGE -	-	18	06-Apr-2024	21-May-2024

1	<p>पद   Designation :-  ईमेल आईडी   Email ID : depot-off-lkpa.mcl@coalindia.in  संपर्क   Contact : 094-38493852-  जीएसटीआईएन   GSTIN : 21AABCM5188P1Z3  पता   Address : Office of the Chief General Manager, Mahanadi Coalfields Limited, Lakhanpur Area, At/PO Bandhbahal, Via, Belpahar, JHARSUGUDA, ODISHA-768211, India</p>	180LPS, PART NO. SDD25035006, AS PER SPECIFICATION.	-	2	06-Apr-2024	21-May-2024
		BEARING HOUSING DE, MOC CI, FOR BEACON WEIR SDD 250by350 PUMP, HEAD - 120MTR, DISCHARGE - 180LPS, PART NO. SDD250350002, AS PER SPECIFICATION.	-	4	06-Apr-2024	21-May-2024
		SHAFT WITH SLEEVE _ NUT AND IMPELLER KEY-E, MOC Shaft - EN 19, Sleeve - Bronze, FOR BEACON WEIR SDD 250by350 PUMP, HEAD - 120MTR, DISCHARGE - 180LPS, PART NO. 05, AS PER SPECIFICATION.	-	2	06-Apr-2024	21-May-2024
		BEARING HOUSING NDE, MOC CI, FOR BEACON WEIR SDD 250by350 PUMP, HEAD - 120MTR, DISCHARGE - 180LPS, PART NO. SDD250350003, AS PER SPECIFICATION.	-	10	06-Apr-2024	21-May-2024
		GLAND, MOC CI, FOR BEACON WEIR SDD 250by350 PUMP, HEAD - 120MTR, DISCHARGE - 180LPS, PART NO. SDD250350005, AS PER SPECIFICATION.	-	22	06-Apr-2024	21-May-2024
		SHAFT SLEEVE, MOC BRONZE, FOR BEACON WEIR SDD 250by350 PUMP, HEAD - 120MTR, DISCHARGE - 180LPS, PART NO. SDD250350009, AS PER SPECIFICATION.	-			

### विनिर्देश | Specification1

[विशिष्टता दस्तावेज़ | Specification Document](#)

[क्रेता बीओक्यू दस्तावेज़ | Buyer BOQ Document](#)

[बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document](#)

**टिप्पणी | Note:** Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

**टिप्पणी | Note:** Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

### विनिर्देश | Specification2

[विशिष्टता दस्तावेज़ | Specification Document](#)

[क्रेता बीओक्यू दस्तावेज़ | Buyer BOQ Document](#)

[बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document](#)

**टिप्पणी | Note:** Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

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[विशिष्टता दस्तावेज़ | Specification Document](#)

[क्रेता बीओक्यू दस्तावेज़ | Buyer BOQ Document](#)

[बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document](#)

**टिप्पणी | Note:** Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

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### ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक | Advisory Bank :

NA

ईपीबीजी प्रतिशत (%) | ePBG Percentage(%):

NA

### नियम और शर्तें | Terms and Conditions

#### 1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

#### 2. Buyer Added Bid Specific Terms and Conditions-

##### 2.1 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.

##### 2.2 Scope of Supply:

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

##### 2.3 Generic.

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

##### 2.4 Generic.

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- The Seller fails to comply with any material term of the Contract.
- The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- The Seller becomes bankrupt or goes into liquidation.
- The Seller makes a general assignment for the benefit of creditors.
- A receiver is appointed for any substantial property owned by the Seller.
- The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

##### 2.5 Certificates:

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

##### 2.6 Forms of EMD and PBG:

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

Mahanadi Coalfields Limited, Lakhanpur Area

Account No.

00000010746824164

IFSC Code

SBIN0008704

Bank Name

State Bank of India, Bandhabahal (08704)

Branch address

State Bank of India, PO-Bandhbahal-768211, District- Jharsuguda; Odisha.

-  
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.

##### 2.7 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

### ATC for TENDERED ITEM

-

#### 1. Provenness criteria

The bidder for the tendered items will be considered proven in case the bidder for the tendered items of same or higher capacity have been supplied during the last 5 years from the date of tender opening, against orders of CIL and its subsidiaries, other PSUs, Government Departments and Private Organizations, and their performance has been found satisfactory for a period of minimum one year from the date of installation or date of supply whichever is later.

2. **All of specified documents** (digitally signed (for documents submitted on e+ procurement portal)

**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 of spares in the equipment 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 (Receipted Challans/Invoices) against the purchase order(s)/Rate 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

**3. Relaxing Prior experience and turnover criteria for start-ups and MSEs in 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) or self-certified (for documents submitted in modes other than e-procurement 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.

4. The bidder has to submit an undertaking for Fitment Guarantee as under: -

“The offered spares are an exact replacement of/fully interchangeable to the original part on one to one basis and the items shall fit in the intended equipment / subassembly without any modification or alteration and shall function as per OEM design and performance parameters.”

5. Security Deposit:

The successful tenderers will have to submit Security Deposit for the 5% value of the total landed value of the contract including all taxes, duties and other costs and charges, without considering Input Tax Credit. The Security Deposit shall be in the form of a Bank Demand Draft or in the form of a Bank Guarantee in the prescribed format from a RBI Scheduled Bank in purchaser's country (on a non-judicial stamp paper) within 15 days from date of notification of award or placement of order. The Security Deposit shall be in the same currency (ies) in which contract is to be signed/ issued. In case of multi-currency contract, separate Security Deposit Bank Guarantee (SDBG) in respective currency for required value as above shall be submitted. If the successful tenderer fails to deposit the security deposit within 15 (fifteen) days from date of notification of award/ placement of order, another opportunity may be given to them for submission of Security Deposit within next 15 days. If the successful tenderer still fails to deposit the security deposit within the extended period but executes the supplies within the extended security deposit submission period, the submission of Security Deposit may be waived, as the purpose of submission of SD is fulfilled. In cases where the successful tenderer did not submit the security deposit even within the extended period for SD submission but has supplied the materials either in full or in part after the extended period for SD submission, the SD may be deducted from the first bill or in case of insufficient amount from subsequent bill(s) of the supplier till the full SD amount is deducted. Further, a penalty equivalent to 0.5% (half percent) of SD amount for delay of each week or part thereof (period of delay is to be calculated from the 31st day from the date of notification of award/ placement of order to the date of receipt of full SD/deduction of full SD) shall be levied subject to a maximum of 5% of the contract value. Security Deposit will be released with the approval of HOD of MM Department/ Area GM within 30 days after completion of supplies and acceptance of material by the consignee. All Central/State Government Organization/PSUs shall be exempted from submission of Security Deposit. OEM/OES shall also be exempted from submission of Security Deposit in case of procurement of Spare Parts for equipment against Single Tender Enquiry/Open/Limited Tenders. Submission of Security Deposit is exempted for the contracts having value up to Rs.2 lakhs. The SDBG will be submitted Through Structured Financial Management System (SFMS). GST shall be applicable on Security Deposit forfeiture and will be extra and recovered from suppliers/bidders. The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee in case of supply contracts and in case of contracts for equipment involving installation and commissioning, 3 months after the supply and commissioning of all the equipment covered in the contract.

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) Messers ..... 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 ..... 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 det

ails 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

**1. Bank Details: State Bank of India- (For other than e-PBG Modes of payment of EMD & SD like FD, DD, Banker's cheque, RTGS etc.)**

Account Name: Mahanadi Coalfields Limited, Lakhanpur Area

Account Number: 00000010746824164

IFSC Code: SBIN0008704

Bank detail: State Bank of India, Branch: Bandhabahal (08704)

Address: State Bank of India, PO-Bandhbahal-768211, Distt.- Jharsuguda; Odisha.

**Our Address:**

Office of the General Manager

MCL, Lakhanpur Area

PO-Bandhbahal-768211, Distt.- Jharsuguda; Odisha

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

**7. CHECK LIST OF DOCUMENTS TO BESUBMITTED / UPLOADED:-**

i. **Compliance of Item Specification.**

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. 7.1.**

b) **OEM's Authorized Dealer should submit manufacturer price list in support of price quoted.**

c) **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 SP with proof of Supplies should be uploaded to judge the technical capabilities of firm, in case they are unable to submit documentary evidence under clause 3.c.a, or 3.c.b or 3.c.c.**

**Startups should also submit Satisfactory Performance Certificate as per Annexure-SP, Copies of Supply Orders indicated in Annexure SP with proof of Supplies should be uploaded to judge the technical capabilities of firm & registration with DIPP for the supply portion of tendered item, in case they are unable to submit documentary evidence under clause 3.c.a, or 3.c.b or 3.c.c.**

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

iv. **Fitment Guarantee Certificate as per Clause No. 4.**

**8. 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.**

**9. Clarification/Shortfall documents will be sought (One chance shall be provided):** The shortfall information / documents shall 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. However, no new supply order shall be asked for so as to qualify the bidder. Similarly tender specific authorization documents must be pre-existing at the time of tender opening.

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

**11. Clauses not indicated in the Bid Document / ATC / GEM GTC etc will be as per CIL's Purchase Manual & subsequent amendments if any available on CIL Portal ([www.coalindia.in](http://www.coalindia.in)).**

**12. Location of MCL Regional Store Lakhanpur Area from Jharsuguda, Odisha: <https://maps.app.goo.gl/LuVpKYqCbUhNQI978>**

**13. "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".**

**14. Contact Nos.**

- (i). **For Technical Queries related to Bid, Please Contact-**  
Sri. Vijay Kumar, Staff Officer (E&M), 7782880365
- (ii). **For Commercial Queries related to Bid, Please Contact-**  
Sri. S. K. Sundaram, Staff Officer (MM), 6260098200
- (iii). **For Supply related Queries, Please Contact-**  
Sri. Mithilesh Sahu, Depot Officer RCSB, 9438493852
- (iv). **For Payment related Queries, Please Contact-**  
Sri. Rajesh Kumar, Area Finance Manager, 9437126803

**2.8 Buyer Added Bid Specific ATC:**

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

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.