

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	03-06-2024 10:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	03-06-2024 10:30:00
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	7
Item Category/मद केटेगरी	Potable Water Purification System with Inbuilt Water Cooler (Q2)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC), OEM Authorization Certificate, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
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	763875

**Bid Details/बिड विवरण****Evaluation Method/मूल्यांकन पद्धति**

Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक

State Bank of India

EMD Amount/ईएमडी राशि

15278

**ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता

No

(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 कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी 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). 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 :**

CMS I/C , CH AREA.

MCL Sambalpur Odisha, COAL INDIA LIMITED, Mahanadi Coalfields Limited, Ministry of Coal  
(Mcl Central Hospital Area)**Splitting/विभाजन**

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

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता

Yes

**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

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

for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the 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 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, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. 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 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.

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

## **Potable Water Purification System With Inbuilt Water Cooler ( 7 pieces )**

**(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**

[\\* As per GeM Category Specification/जेम कैटेगरी विशिष्टि के अनुसार](#)

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Standard Parameter	<b>Certification for the product</b>	NA
	<b>Conformity to Standard for Ultraviolet system</b>	IS 14724 (latest) for water purification system with Ultraviolet disinfection
Performance Parameter	<b>Type of water purification technology</b>	UV
	<b>Power consumptions of system (with <math>\pm 5\%</math> tolerance) (in watt)</b>	775
	<b>Maximum Input Water TDS allow to the system</b>	1000
	<b>Operation mode</b>	Fully automatic with auto cut off
	<b>Ultraviolet (UV) LAMP</b>	Yes Or higher
	<b>Provision of Arsenic removal</b>	Yes, No Or higher
	<b>Provision of Fluoride removal</b>	Yes, No Or higher
	<b>Provision of Chloride removal</b>	Yes, no Or higher
	<b>Alkaline filter</b>	Yes, No Or higher
	<b>Material of water Storage Tank</b>	Stainless Steel SS 304
	<b>Storage tank capacity up to float valve level (in liter)</b>	120
	<b>RO Membrane rating</b>	NA
	<b>RO Membrane flushing</b>	NA
	<b>Particulate Filter size</b>	20 inch
	<b>Particulate Filter Porosity</b>	5 micron
	<b>Activated Carbon filter Size</b>	20 Inch
	<b>Antiscalant- where silica is up to 10 ppm/where Mica is up to 100 ppm</b>	Yes, No Or higher
	<b>Nano Silver leaching filtration</b>	Yes, No Or higher
	<b>Minimum inlet pressure</b>	0.6 KG/CM2
	<b>Digital display</b>	Yes, No Or higher
	<b>Real time TDS display</b>	Yes, No Or higher
	<b>Real time pH Display</b>	Yes, No Or higher
	<b>High pressure pump</b>	Yes, No Or higher

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Raw water/Chemical Raw water/Chemical Cleaning pump	Yes, No Or higher
	Recovery percentage at 27 degree centigrade	90-100
	Filtration water capacity in liter/ hour	120
	TDS removal percentage from RO Membrane	NA for uv only
	Pressure vessel Sand Filter	Yes, No Or higher
	Pressure vessel Carbon Filter	Yes, No Or higher
	Pressure Vessel Dual Media Filter	Yes, No Or higher
	Body of filter	ABS Food grade
	Membrane Housing	Yes, No Or higher
	Number of candles	3
Cooler Parameters	Type of compressor	Reciprocating
	Refrigerant Used	HFC-R-134/A
	Refrigeration temperature	15 to 17
	Provision for Hot water	Yes, No Or higher
	Number of Cold Water Faucets	2
	Number of Normal Water Faucets	1
	Number of Hot Water Faucets	Na
	Cooling capacity at comfort level (17 ± 1 degree celsius) (in liter per hour)	80
	Installation Type	Floor Mounted and Enclosed
	Power supply	SINGLE PHASE ( 230 ± 10 % VOLT,%0 Hz)
	Warranty in years including electronic ,electric parts, replacement of filters twice a year)	NA
	Warranty period without Filter , electronic and electrical parts	Na

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Warranty period without Filter & inclusive of electronic and electrical parts	1
Additional Parameters	Availability of type test Test REPORT for Filtering Size of Particles	Yes Or higher
	Availability of Test Report on Microbial Efficacy from Govt/NABL/ilac Lab	Yes Or higher
	Availability of type test certificate from NABL/ILAC Lab design evaluation report as per IS 14724	Yes Or higher
	Availability of toll free centres for customer support	Yes Or higher
	Installation and Commissioning inclusive in the scope of Supply*	Yes Or higher
	Availability of NABL Accredited Laboratory Facility with OEM	Yes Or higher
	Inlet Pipe & Fitting from raw water sources to water purification system	suitable pipe and fitting to be provided by seller up to 20 feet
	Pipe & Fitting from Out let to purified water tank	To be arranged by buyer /consignee
	Electrical fitting and plug points	To be arranged by buyer /consignee
	ISI marked Electronic and electrical parts provided	Yes Or higher
	Scope Civil Work if any required during installation	All Civil work shall be responsibility of buyer

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	Ghanshyam Sahu	759103,MAHANADI COALFIELDS LIMITED, NSCH, PO Dera, Talcher	7	15

## 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. Generic

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

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

### 3. Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

### 4. Scope of Supply

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

### 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.

### 6. Forms of EMD and PBG

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

MCL Central Hospital Area  
payable at  
Talcher

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.

### 7. 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

MCL Central Hospital Area  
payable at  
Talcher

. 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.

## 8. 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.

## 9. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Technical Parameters:

Specification Parameter	Bid requirement
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Output Water Conforming Standard	IS 10500(latest)
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Stages of Purification	3
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No. of Particulate filter provided	1
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Evaporator material	Cooper
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~~1. CAMC: Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide Comprehensive Maintenance Service for next 10 years for the offered products at the rate not more than 5 % of contract price per annum. Buyer reserves the right to enter in to a CMC agreement with the Successful Bidder / OEM after expiry of the Warranty period at above mentioned rate and the payment for the CMC charges would be made annually after rendering of the CMC Services of the relevant CMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the CMC contract when called upon by the buyer. CMC would include cost of all spares and labor (Upload the undertaking). The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 5% of total CMC value valid up to CMC period plus 2 months (if there is no other claim).~~

**2. Bidder shall submit Lowest Price certificate as under :** "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." All of specified documents (digitally signed (for documents submitted on e• procurement portal) or I self-certified (for documents submitted in modes other than e• procurement portal)

**3. Provenness criteria:** The TENDERED ITEM shall be considered proven provided the tendered /similar type of item(s) or similar items of the same or higher specifications etc. have been supplied during the last 5 years from the date of tender opening against orders of CIL and its subsidiaries, other PSUs, Government Departments and Private Organizations and their performance has been found satisfactory. Recent past order copy for the same item which is not more than 05 years old towards



experience criteria has to be submitted along with the bid otherwise the offer will be outrightly rejected without any further clarification.

**4. SATISFACTORY PERFORMANCE:-** The bidder should submit duly self-certified satisfactory performance report(s) or self – authenticated 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 commissioning.

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.

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

## **5 . Relaxing Prior provenness 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.) Dt. 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 provenness 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

he 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)** Further for relaxation in experience criteria, the bidder (s) quoted item(s) must have been covered in their Udyog Aadhaar/MSME certificate.

**d)** 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:

**i)** valid BIS Marking License for the quoted items. or

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

**iii)** 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 sl nos. 5 to 12 inclusive need be restricted to the extent they pertain to the items under reference.

**6. GENERIC**

**i.** Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

**ii.** Bidder shall submit the following documents along with their bid for Vendor Code Creation: a. Copy of PAN Card. b. Copy of GSTIN c. Copy of Cancelled Cheque d. Copy of EFT Mandate duly certified by Bank

**iii.** Generic Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

**iv.** While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

**v.** "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"

**vii.** The delivery period indicated already allowed the grace period as per CIL purchase manual clause number 19.6.1 i.e. "A grace period of 25% original delivery period or 21days, whichever is earlier, will be provided automatically in all the contracts, unless specifically disallowed."

**vii.** While Submitting the bid, the bidder must have to comply Additional Specification Parameter, Additional Terms and Conditions and all documents desired in bid at the time of bidding. No additional documents will be sought or will be taken into cognizance at the opening of bid.

**7. 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) with in 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 3% of the contract value. Security Deposit will be released with the approval of HOD of MM Department/ Area GM within 30 days after completion of supplies and acceptance of material by the consignee. All Central/State 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.

**8. Performance Guarantee:** The successful bidder shall be required to furnish a Performance Guarantee equivalent to 10% value of the total landed value of the contract including all taxes, duties and other costs and charges, without considering Input Tax Credit. The Performance Guarantee shall be in the form of a Bank Demand Draft or in the form of a Bank Guarantee in the prescribed format. The PBG will be submitted through Structured Financial Management System(SFMS).

a. The Performance Guarantee shall remain valid till 3 months after the completion of warranty period.

b. The Performance Guarantee shall be submitted sufficiently in advance (say 3-4 weeks) to enable its verification from the issuing bank, before submission of the invoice for payment of the particular goods/equipment(s).

c. The release of the Performance guarantee(s) after above indicated period, shall be subject to satisfactory performance of the equipment/ items during the warranty period and fulfillment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. The Performance Bank Guarantee shall be released after expiry of validity period if no claim is pending, with the approval of the concerned CMS, I/c., CH Area.

d. In cases where the supplier does not submit the Performance Guarantee in time or as per the prescribed format in line with the contract stipulations, the Performance Guarantee amount may be deducted from the first bill or in case of insufficient amount, from subsequent bill(s) of the supplier till the full Performance Guarantee amount is deducted. This amount shall be refunded to the supplier upon acceptance of Performance Guarantee submitted by them.

e. GST shall be applicable on Performance Guarantee forfeiture and will be extra and recovered from suppliers/bidders.

#### **Performance 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

ered 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) (Herein after 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 I commit any breach of its obligations there under, the Bank shall on demand and without any objection or demur pay to the Company the said sum of Rs..... or 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 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

**9. You can also avail online payment in respect of EMD,SD and Performance Guarantee for which the bank details are mentioned below :**

**State Bank of India as advising bank of MCL**

1	Name and details of the Beneficiary	I	Name	Mahanadi Coalfields Limited
		ii	Area	Central Hospital Area
		iii	Name of Bank	State Bank of India

		<b>iv</b>	Bank account No.	<b>11094460183</b>
		<b>v</b>	Department	<b>MM Department</b>
<b>2</b>	<b>Beneficiary 's Advising Bank, Branch and Address for Confirmation of BGs through SFMS</b>	<b>i</b>	Name of bank	<b>State Bank of India</b>
		<b>ii</b>	Bank branch name	<b>Hatatota, Talcher</b>
		<b>iii</b>	Branch code	<b>000192</b>
		<b>iv</b>	Beneficiary bank branch IFSC	<b>SBIN0000192</b>
		<b>v</b>	Beneficiary bank address	<b>Hatatota, Talcher, Odisha, PIN: 759100</b>

The Supplier / Contractor/ Customers are required to take note of it that above particulars are to be incorporated by the issuing bank properly while issuing the Bank Guarantee under SFMS mode to avoid any future problem in accepting the BGs.

**10.Payment Terms** : 100% payment will be released after satisfactory Installation and commission of the equipment at the locations.

#### **11.GENERIC**

**i.** Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

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

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

**iii.** Generic Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

**iv.** While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

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#### **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.

[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 कार्यवाई का आधार होगा।

**---Thank You/धन्यवाद---**