

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	21-09-2026 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	22-09-2026 11:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Coal
विभाग का नाम/Department Name	Coal India Limited
संगठन का नाम/Organisation Name	Mahanadi Coalfields Limited
कार्यालय का नाम/Office Name	Mcl Sambalpur Odisha
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :cgm-mm.mcl@coalindia.in Buyer Email id: geddada.balaji@coalindia.in
कुल मात्रा/Total Quantity	28
वस्तु श्रेणी /Item Category	Fire Retardant Jacket
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Fire Retardant Jacket
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Fire Retardant Coat, Portable Fire Extinguishers (V3) ISI Marked to IS 15683, Fire Retardant paint, Fire Retardant Tarpaulin, Fire Retardant Door Curtains (V2) ISI Marked to IS 15741, Fencing Electrical Jackets (SAI), Jacket (UP Police), Winter Jacket (V2), Synthetic Life Jacket (NDRF), Fencing Jackets (SAI)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Fire Retardant Coat
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ में है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	7 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within 21 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	25

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

S.No.	Name
1	RXIL
2	M1XCHANGE

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.

5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs having valid Udyam Certificate 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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. 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 in case of product bids, whereas in case of services the eligibility is automatically validated. 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.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.

Fire Retardant Jacket (28 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रैता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Debasish Kujur	759102,LINGARAJ AREA, MAHANADI COALFIELDS LIMITED, AT/PO: Deulbera Colliery	28	30

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

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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Buyer Added Bid Specific ATC

Additional Terms & Conditions

Open Tender/ खुली निविदा

निविदा विवरण- लिंगराज ओसीपी के अग्निशमन कर्मियों के लिए 28 नग Fire-Retardant जैकेट की आपूर्ति।

Tender description- Supply of 28 Nos. of Fire-Retardant Jackets for Fire Fighting Personnel of Lingaraj OCP.

Sizes required for Jackets	
-	
L Size	25
XL Size	3
Total	28

Bid Estimated Value- ₹84000.00/-

आधिकारिक मेल पता- mmdeptlng@gmail.com, so-mm-lina.mcl@coalindia.in, बोली में आगे के प्रश्नों के लिए यदि कोई हो। इसके अलावा, विक्रेता बोली जमा करने की अंतिम तिथि से पहले जीईएम पोर्टल में प्रतिनिधित्व विंडो के माध्यम से विक्रेता प्रश्न/प्रतिनिधित्व बनाने के लिए पात्र हैं।

Official mail address- mmdeptlng@gmail.com, so-mm-lina.mcl@coalindia.in for further queries in the bid if any. Also, sellers are eligible to create Seller Query/Representation through representation window in the GeM portal prior to bid submission end date.

1. योग्यता मानदंड: बोली लगाने वाला निम्नलिखित में से कोई एक होना चाहिए:

Qualification Criteria: The bidder should be either of the following:

a) निविदा मर्दों का विनिर्माता / Manufacturer of the tendered items

अथवा / OR

b) निविदा वस्तुओं के निर्माता द्वारा अधिकृत भारतीय बिक्री एजेंट, यदि निर्माता सीधे नीति के मामले के रूप में उद्धृत नहीं करता है,

Indian Selling Agent authorized by the Manufacturer of the tendered items, if the manufacturer does not quote directly as a matter of policy,

2. निरीक्षण: - सामग्री की अंतिम निरीक्षण सामग्री की स्वीकृति से पहले क्षेत्र स्तर पर स्टाफ ऑफिसर (एस एंड टी), लिंगराज क्षेत्र के अधिकृत प्रतिनिधि द्वारा कंसाईनी के अंत में की जाएगी।

Inspection: - Final inspection of materials shall be carried out at the consignee's end by the authorized representative of **Staff Officer (S&T), Lingaraj Area** at area level before acceptance of materials.

3. वारंटी: न्यूनतम 01 वर्ष।

- 3.1 आपूर्तिकर्ता वारंट करता है कि अनुबंध के तहत आपूर्ति की गई वस्तुएं सबसे हालिया या वर्तमान मॉडल की नई, अप्रयुक्त हैं और वे डिजाइन और सामग्री में हाल के सभी सुधारों को शामिल करते हैं जब तक कि अनुबंध में अन्यथा प्रदान नहीं किया जाता है। आपूर्तिकर्ता आगे वारंट करता है कि इस अनुबंध के तहत आपूर्ति किए गए सभी सामानों में डिजाइन, सामग्री या कारीगरी या आपूर्तिकर्ता के किसी भी कार्य या चूक से उत्पन्न कोई दोष नहीं होगा जो क्रेता के देश में प्रचलित शर्तों में आपूर्ति किए गए सामानों के सामान्य उपयोग के तहत विकसित हो सकता है।
- 3.2 वारंटी खंड: आपूर्तिकर्ता परेषिती के अंत में सामग्री की प्राप्ति और स्वीकृति की तारीख से **18 महीने** की अवधि के लिए या उपयोग/फिटमेंट/कमीशनिंग की तारीख से **12 महीने**, जो भी पहले हो, आदेशित सामग्री के संतोषजनक प्रदर्शन के लिए बिल के साथ गारंटी/वारंटी प्रमाण पत्र प्रस्तुत करेगा। विफल आइटम के वारंटी प्रतिस्थापन के सभी मामलों का निर्णय उपयोगकर्ता और निर्माता के प्रतिनिधियों के बीच आयोजित विफल आइटम के संयुक्त निरीक्षण के आधार पर किया जाएगा।
- 3.3 क्रेता इस वारंटी के तहत उत्पन्न होने वाले किसी भी दावे के बारे में आपूर्तिकर्ता को तुरंत लिखित रूप में सूचित करेगा। आपूर्तिकर्ता, तीस दिनों के भीतर, अंतिम गंतव्य पर दोषपूर्ण माल या उसके कुछ हिस्सों की मरम्मत या प्रतिस्थापन करेगा। आपूर्तिकर्ता अपने प्रतिस्थापन के समय प्रतिस्थापित भागों/माल को अपने कब्जे में ले लेगा। उसके बाद प्रतिस्थापित भागों/माल के लिए क्रेता पर कोई दावा नहीं किया जाएगा।

3. Warranty: Minimum 01 Year.

- 3.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the purchaser's country.
- 3.2 Warranty Clause: The Supplier shall furnish Guarantee/Warranty certificate along with the bill for satisfactory performance of the ordered materials for a period of **18 months** from the date of receipt and acceptance of materials at consignee's end or **12 months** from the date of use/fitment/commissioning, whichever is earlier. All cases of warranty replacement of failed item will be decided based on joint inspection of the failed item held between the user and the manufacturer's representatives.
- 3.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. The Supplier shall, within thirty days, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/Goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/Goods thereafter.
- 4. मूल्य प्रमाण पत्र:** सबसे कम निविदाकर्ता पर आपूर्ति आदेश के प्लेसमेंट की स्थिति में उन्हें अपने सभी चालान में निम्नलिखित प्रारूप में एक मूल्य प्रमाण पत्र प्रस्तुत करना होगा:

Price Certificate: In the event of placement of Supply Order on the lowest tenderer they shall have to submit a price certificate in all their invoices in the following format:

"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"

5. निम्नलिखित पुष्टिकरण दस्तावेजों की स्कैन की गई प्रतियां बोलीदाता द्वारा प्रस्तुत की जाएंगी:

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

A) योग्यता मानदंड / Qualification Criteria:

क्रम संख्या SI No	बोलीदाता की श्रेणी Category of Bidder	मूल पात्रता मानदंड (स्व प्रमाणित प्रति) के समर्थन में सभी बोलीदाताओं द्वारा अपलोड किए जाने वाले दस्तावेजों की स्कैन की गई प्रति Scanned copy of documents to be uploaded by all the bidders in support of Basic Eligibility Criteria (Self certified copy)
a	निर्माताओं / Manufacturers	नीचे दिए गए सभी निर्दिष्ट दस्तावेज (स्व प्रमाणित) (1) निविदा मर्दों के लिए निम्नलिखित दस्तावेजों में से कोई एक: a. फैक्टरी लाइसेंस/विनिर्माण लाइसेंस b. एनएसआईसी पंजीकरण प्रमाणपत्र c. एसएसआई/डीआईसी पंजीकरण प्रमाणपत्र d. मान्य आईएसओ प्रमाणपत्र e. वैध बीआईएस लाइसेंस/प्रमाण पत्र f. वैध डीजीएमएस अनुमोदन g. सूक्ष्म / लघु उद्यम [एमएसई] जिला उद्योग केंद्रों या खादी और ग्रामोद्योग आयोग या खादी और ग्रामोद्योग बोर्ड या कयर बोर्ड या राष्ट्रीय लघु उद्योग निगम या हस्तशिल्प और हथकरघा निदेशालय या सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय द्वारा निर्दिष्ट किसी अन्य निकाय द्वारा जारी निविदा आइटम के लिए निर्माता होने के लिए पंजी

		करण प्रमाण पत्र All of below specified documents (Self certified) (1) Any one of the following documents for the tendered items: a. Factory license/Manufacturing license b. NSIC registration certificate. c. SSI/DIC registration certificate d. Valid ISO Certificate. e. Valid BIS license/certificate f. Valid DGMS approval g. Micro / Small Enterprises [MSE] Registration certificate for being manufacturer for the tendered item issued by District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises
b	निर्माता द्वारा अधिकृत भारतीय बिक्री एजेंट Indian selling agents authorized by manufacturer	एसएल में नीचे दिए गए सभी निर्दिष्ट दस्तावेज। 1 से 3 (स्वयं प्रमाणित) (1) Annexure-B के रूप में संलग्न प्रारूप के अनुसार इस निविदा के खिलाफ उद्धृत करने के लिए निर्माता से विशिष्ट प्राधिकरण और उपक्रम। नोट: [प्राधिकरण पूर्व-दिनांकित (निविदा खोलने की तारीख से), ठीक से हस्ताक्षरित और मान्य होना चाहिए। वैधता निविदा जांच में निर्धारित डिलीवरी अवधि के अनुरूप होनी चाहिए] और / AND (2) निर्माता द्वारा अधिकृत भारतीय बिक्री एजेंटों को Annexure-C के रूप में संलग्न प्रारूप के अनुसार एक उपक्रम प्रस्तुत करना

आवश्यक है।

और / AND

(3) निविदा मदों के लिए प्रमुख निर्माता के निम्नलिखित दस्तावेजों में से कोई एक:

- a. फैक्टरी लाइसेंस/विनिर्माण लाइसेंस
- b. एनएसआईसी पंजीकरण प्रमाणपत्र
- c. एसएसआई/डीआईसी पंजीकरण प्रमाणपत्र
- d. मान्य आईएसओ प्रमाणपत्र
- e. वैध बीआईएस लाइसेंस/प्रमाण पत्र
- f. वैध डीजीएमएस अनुमोदन
- g. सूक्ष्म / लघु उद्यम [एमएसई] जिला उद्योग केंद्रों या खादी और ग्रामोद्योग आयोग या खादी और ग्रामोद्योग बोर्ड या कयर बोर्ड या राष्ट्रीय लघु उद्योग निगम या हस्तशिल्प और हथकरघा निदेशालय या सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय द्वारा निर्दिष्ट किसी अन्य निकाय द्वारा जारी निविदा आइटम के लिए निर्माता होने के लिए पंजीकरण प्रमाण पत्र

All of below specified documents at Sl. 1 to 3 (Self certified)

- (1) Specific authorization & undertaking from Manufacturer to quote against this tender as per format enclosed as Annexure-B. Note: [The authorization should be pre-dated (from tender opening date), properly signed and valid. The validity should correspond to the delivery period stipulated in Tender Enquiry]
- (2) Indian selling agents authorized by Manufacturer is required to submit an undertaking as per format enclosed as Annexure-C.
- (3) Any one of the following documents of the principal manufacturer for the tendered items:
 - a) Factory license/Manufacturing license
 - b) NSIC registration certificate.

		c) SSI/DIC registration certificate d) Valid ISO Certificate. e) Valid BIS license/certificate f) Valid DGMS approval g) Micro / Small Enterprises [MSE] Registration certificate for being manufacturer for the tendered item is issued by District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of handicrafts and Handloom or any other body specified by Ministry of
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Micro, Small and Medium Enterprises

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

B) अन्य योग्यता मानदंड: निम्नलिखित सभी निर्दिष्ट दस्तावेज:

Other Qualification Criteria: All the following specified documents:

क्रम संख्या या SI No.	अन्य योग्यता मानदंड Other Qualification Criteria	अन्य पात्रता मानदंडों (अधिमानतः स्व-प्रमाणित प्रति) के समर्थन में सभी बोलीदाताओं द्वारा अपलोड किए जाने वाले दस्तावेजों की स्कैन की गई प्रति Scanned copy of documents to be uploaded by all the bidders in support of Other Eligibility Criteria (preferably Self certified copy)
1	न्यूनतम मूल्य प्रमाणपत्र Annexure-K में प्रारूप Lowest Price certificate format at Annexure-K	बोलीदाता निम्नतम मूल्य प्रमाण पत्र निम्नानुसार प्रस्तुत करेगा: Bidder shall submit Lowest Price certificate as under: "We certify that the prices quoted in the tender are the lowest and not higher than as applicable to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization."
2	बोलीदाता द्वारा ऑनलाइन प्रस्तुत योग्यता जानकारी का समर्थन करने के लिए कोई अन्य दस्तावेज Any other document to support the qualification information as submitted by the bidder online	

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C) तकनीकी विनिर्देश पैरामीटर / Technical Specification Parameters:

मद सं ख्या Item No.	मद विवरण Item Description	तकनीकी विनिर्देश प्रावधान के रूप में दस्तावेज (स्व-प्रमाणित प्रति) Documents as Technical Specifications Provision (self Certified copy)
01	तकनीकी विशेष के समर्थन में दस्तावेज। Documents in support of Technical Spec. Parameters	1. Manufacturer's Technical Data Sheet/Product Catalogue clearly indicating compliance with the offered technical specifications. 2. Valid Test Certificate issued by a NABL/Government-accredited laboratory demonstrating compliance with EN ISO 11612 / ISO 11612 / IS 15748 or equivalent standard, wherever applicable. 3. Certificate of Flame Resistance and Heat Resistance issued by a recognized testing laboratory. 4. Declaration of Conformity from the manufacturer/bidder confirming that the offered product fully complies with the specified technical parameters and the applicable standard (EN ISO 11612 / ISO 11612 / IS 15748 or equivalent, wherever applicable).

6. व्यवसाय पर प्रतिबंध/रोक

6.13.2 जब किसी फर्म का दुराचार और नैतिक अधमता केवल प्रदर्शन के मुद्दों से परे चला जाता है, तो निर्धारित प्रक्रिया का पालन करने के बाद, एक निर्दिष्ट अवधि के लिए फर्म के साथ व्यापार संबंधों पर प्रतिबंध लगाया जा सकता है। कारोबार पर प्रतिबंध लगाने का प्रस्ताव प्रस्तुत करने से पहले पंजीकृत विक्रेताओं की सूची में से डिफॉल्ट फर्म का नाम हटा दिया जाना चाहिए। एक निश्चित अवधि के लिए पारित प्रतिबंध का आदेश उस निर्दिष्ट अवधि की समाप्ति पर स्वतः ही रद्द हो गया माना जाएगा और इसे रद्द करने का एक विशिष्ट औपचारिक आदेश जारी करना आवश्यक नहीं होगा, सिवाय इसके कि देश के प्रति संदिग्ध वफादारी या राष्ट्रीय सुरक्षा विचारों के कारण पारित प्रतिबंध का आदेश तब तक लागू रहेगा जब तक कि इसे विशेष रूप से रद्द न कर दिया जाए। हालाँकि, फर्म को खरीद करने वाली संस्थाओं के साथ पंजीकरण के लिए नए सिरे से आवेदन करना होगा। निम्नलिखित मामलों में व्यवसाय पर प्रतिबंध लगाने पर विचार किया जाना चाहिए

- (i) यदि निदेशक, मालिक, कर्मचारी, भागीदार या फर्म का कोई प्रतिनिधि सीआईएल या उसकी सहायक कंपनियों के साथ व्यापारिक व्यवहार के संबंध में राज्य के प्रति निष्ठा सहित किसी भी सुरक्षा विचार से जुड़े अपराधों का दोषी पाया जाता है।
- (ii) यदि निदेशक, मालिक या भागीदार, प्रबंधक या फर्म का कोई प्रतिनिधि किसी न्यायालय द्वारा दोषी ठहराया जाता है
 - a) भ्रष्टाचार निवारण अधिनियम, 1988 के तहत या भारतीय दंड संहिता या व्यवसायिक व्यवहार में नैतिक अपतन से जुड़े अपराधों के लिए तत्समय लागू किसी अन्य कानून के अधीन; या
 - b) भारतीय दंड संहिता या तत्समय प्रवृत्त किसी अन्य कानून के अधीन, सार्वजनिक खरीद संविदा के निष्पादन में

भाग के रूप में जीवन या संपत्ति की हानि करने या लोक स्वास्थ्य को खतरा उत्पन्न करने के लिए।

(iii) अखंडता समझौते का उल्लंघन/अतिक्रमण।

(iv) यदि यह मानने के प्रबल कारण हैं कि फर्म के निदेशक, मालिक, प्रबंधक या कोई प्रतिनिधि कदाचार/अनैतिक व्यावसायिक प्रथाओं जैसे रिश्तखोरी, भ्रष्टाचार, धोखाधड़ी, निविदाओं का प्रतिस्थापन, इंटरपोलेशन आदि में दोषी पाए गए हैं।

(v) यदि यह मानने के लिए प्रबल औचित्य है कि फर्म का मालिक या कर्मचारी या प्रतिनिधि किसी भी कानून द्वारा लगाए गए कर के भुगतान में चोरी या आदतन चूक का दोषी रहा है।

(vi) फर्म द्वारा तथ्यों का जानबूझकर दमन या गलत जानकारी देना, झूठी घोषणा करना या हेरफेर किए गए या जाली दस्तावेज प्रस्तुत करना या किसी अन्य अवैध/अनुचित साधनों का उपयोग करना।

(vii) एक ही सामग्री की आपूर्ति के लिए दोहरा भुगतान प्राप्त करना या दोहरे भुगतान के लिए चालान प्रस्तुत करना या एक ही कार्य/काम करना।

(viii) दोषपूर्ण सामग्री की आपूर्ति करना और दोषपूर्ण सामग्रियों को सुधारने या बदलने के लिए फर्म को उचित विसर्तार दिए जाने के बाद भी दोषपूर्ण सामग्रियों को बदलना या खराब गुणवत्ता का काम करना, अनुबंध के विनिर्देशों के अनुरूप नहीं होना और निर्धारित समय के भीतर इसे ठीक करने में विफल रहना।

(ix) यदि फर्म बार-बार और/या निविदा की वैधता अवधि के भीतर मूल्य और प्रस्तावों की शर्तों में संशोधन का सहारा लेती है और/या निर्णय लेने की प्रक्रिया को कमजोर करने के लिए अस्पष्ट और भ्रामक प्रस्ताव प्रस्तुत करती है।

(x) सीआईएल/सहायक कंपनियों को वैध बकाया राशि का भुगतान करने में विफलता जिसमें जोखिम खरीद से उत्पन्न होने वाली देयताएं भी शामिल हैं और जब सीआईएल और/या उसकी सहायक कंपनियां संतुष्ट होती हैं कि यह किसी उचित विवाद के कारण नहीं है जो मध्यस्थता या न्यायालय में कार्यवाही को आकर्षित करेगा।

(xi) संविदात्मक दायित्वों को पूरा करने में निरंतर और बार-बार विफलता।

(xii) कंपनी से अनुचित लाभ प्राप्त करने के लिए प्रचार और लॉबीइंग करना।

(xiii) कृत्रिम रूप से कीमतें बढ़ाने के लिए अन्य आपूर्तिकर्ताओं/ठेकेदारों के साथ मूल्य कार्टेल का गठन।

(xiv) सामग्री की आपूर्ति नहीं करना, कार्यों का परित्याग आदि।

(xv) कोई अन्य कदाचार, जिससे कंपनी को वित्तीय नुकसान या वाणिज्यिक हानि हो सकती है।

यदि किसी फर्म को किसी भी खंड- 6.13.2(i) से (vii) और खंड 6.13.2 (ix) से (xiii) के तहत किसी सहायक कंपनी द्वारा प्रतिबंधित किया जाता है, तो फर्म को CIL (HQ) सहित सभी सहायक कंपनियों में प्रतिबंध लगाने पर विचार किया जाएगा। CIL (HQ) और इसकी सहायक कंपनियों में फर्म पर प्रतिबंध लगाने के लिए, CIL's Purchase Manual की धारा- 6.13.5.7 के अनुसार कार्यवाही शुरू करेगा।

यदि किसी सहायक कंपनी द्वारा धारा- 6.13.2(viii), (xiv) और (xv) के विरुद्ध प्रतिबंध लगाया जाता है तो यह प्रतिबंध उस सहायक कंपनी तक सीमित होगा जिसने प्रतिबंध लगाया है। हालाँकि, CIL (HQ) द्वारा सभी अन्य सहायक कंपनियों को उनके आचरण और प्रदर्शन के आधार पर ही विस्तारित किया जा सकता है धारा - 6.13.5.8 की प्रक्रिया के अनुसार अन्य सहायक कंपनियों में फर्म।

6. Banning / Debarment of Business

6.13.2 When the misconduct and moral turpitude of a firm goes beyond mere performance issues, imposition of a ban on business relations with the firm may be done for a specified period of time, after following the prescribed procedure. The name of the defaulting firm from the list of registered vendors should be removed before submitting the proposal for banning of business. An order for banning passed for a certain specified period shall be deemed to have been automatically revoked on the e

expiry of that specified period and it will not be necessary to issue a specific formal order of revocation, except that an order of banning passed on account of doubtful loyalty to the country or national security considerations shall continue to remain in force until it is specifically revoked. However, the firm would have to apply afresh for registration with the procuring entities. Banning of business should be considered in the following cases:

- (i) If the Directors, Proprietors, Employees, Partners or any Representative of the firm is/are found guilty of offences involving any security consideration including loyalty to the State, in connection with business dealings with CIL or its Subsidiaries.
- (ii) If the Director, Proprietor or Partner, Manager or any Representative of the firm is convicted by a court of law
 - a). under the Prevention of Corruption Act, 1988 or under the Indian Penal Code or any other law for the time being in force for offences involving moral turpitude in business dealings; or
 - b). under the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- (iii) Violation / transgression of Integrity Pact.
- (iv) If there are strong reasons to believe that the Directors, Proprietors, Managers or any Representative of the firm has/have been guilty of or found to be indulging in malpractices / unethical commercial practices such as bribery, corruption, fraud, substitution of tenders, interpolation, etc.
- (v) If there is strong justification for believing that the proprietor or employee or representative of the firm has been guilty of evasion or habitual default in payment of any tax levied by law; etc.
- (vi) Willful suppression of facts or furnishing of wrong information, false declaration or manipulated or forged documents by the firm or using any other illegal/unfair means.
- (vii) Drawing double payment or submitting invoice for double payment for the supply of same materials or carrying out the same job/work.
- (viii) Supplying defective materials and failure to replace the defective materials even after reasonable extension is given to the firm for rectification/ replacement of the defective materials or carrying out defective/poor quality job, not conforming to specifications of the contract and failure to rectify it within the stipulated time.
- (ix) If the firm repeatedly and/or habitually resorts to revision of price and terms of offer within the validity period of the tender and/or submission of ambiguous and misleading offers, post tender modifications in order to undermine the decision-making process.
- (x) Failure to pay legitimate dues to CIL/Subsidiary Companies including dues arising out of Risk Purchase and when CIL and/or its Subsidiary Companies are satisfied that this is not due to any reasonable dispute which would attract proceedings in arbitration or a Court of Law.
- (xi) Continued and repeated failure to meet contractual obligations.
- (xii) Canvassing and lobbying to get undue favour from the Company.

- (xiii) Formation of price cartels with other suppliers/contractors with a view to artificially hiking the prices.
- (xiv) Non-supply of material, abandonment of works, etc.
- (xv) Any other misdeed, which may cause financial loss or commercial disadvantage to the Company.

In case a firm is banned under any of the clauses - 6.13.2(i) to (vii) and Clauses 6.13.2 (ix) to (xiii) by a subsidiary company, the firm shall be considered for banning in all subsidiary Companies including CIL (HQ). For banning of the firm across CIL (HQ) and its Subsidiaries, CIL (HQ) will initiate action as per clause - 6.13.5.7 of CIL's Purchase Manual.

In case banning is done against any of the clauses - 6.13.2(viii), (xiv) and (xv) by a subsidiary Company, the banning will be limited to the subsidiary who has done the banning. However, the same can be extended to all other subsidiaries by CIL HQ depending on the conduct and performance of the

firm in other subsidiaries as per process of clause - 6.13.5.8.

7. जोखिम खरीद

19.19.1 आपूर्ति आदेश की निर्धारित तिथि/अवधि के भीतर आपूर्तिकर्ता द्वारा भंडार वितरित करने या भेजने में विफलता होने पर अथवा आपूर्ति आदेश/अनुबंध में उल्लिखित किसी भी शर्त का उल्लंघन होने पर कोल इंडिया लिमिटेड या उसकी सहायक कंपनियों को चूककर्ता आपूर्तिकर्ता को उचित नोटिस देने के बाद चूककर्ता आपूर्तिकर्ता के जोखिम और लागत पर अन्यत्र से भंडार खरीदने का अधिकार होगा। निविदा पूछताछ और परिणामी अनुबंध में स्पष्ट रूप से उल्लेख किया जा सकता है कि ऊपर बताए अनुसार आपूर्तिकर्ता की विफलता की स्थिति में, जोखिम खरीद अभ्यास के अनुसार लागत चूककर्ता आपूर्तिकर्ता की Earnest Money Deposit/ Security Deposit/ Performance Security से वसूल की जा सकती है और/या आपूर्तिकर्ता द्वारा प्रस्तुत बिलों के खिलाफ उसी अनुबंध या समान सहायक कंपनी/किसी अन्य सहायक कंपनी/CIL में लंबित किसी अन्य अनुबंध में।

7. Risk Purchase

19.19.1 In the event of failure of the supplier to deliver or dispatch the stores within the stipulated date/period of the supply order or in the event of breach of any of the terms and conditions mentioned in the supply order/ contract, Coal India Ltd. or its Subsidiary Companies shall have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. It may be clearly mentioned in the tender enquiry and the resultant contract that in the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from the Earnest Money Deposit/ Security Deposit/ Performance Security of the supplier and/or bills submitted by the supplier against the same contract or any other contract pending in the same Subsidiary Co. and/or in any other Subsidiary Companies/CIL.

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ANNEXURE-A

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

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

Date _____ for supply of _____ _

1. Name and Address of the Firm
2. (a) Telephone No. office/factory/works
(b) E-mail ID
3. Location of manufacturing works/factories owned by the firm (documentary evidence of ownership must be produced).
4. Brief description of the factory (i.e. area covered accommodation, Department into which it is divided, laboratory etc.)
5. Details of plant and machinery erected and functioning in each department (monographs and description 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 charts for the whole manufacturing process of the tendered item.
8. Details and stocks of raw materials held.
9. Production capacity of items quoted for with the existing plants and machinery
 - (a) Normal
 - (b) Maximum
10. Details of Quality Assurance Plan and Quality Control infrastructure such as laborat

ories 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. **1 to 12** inclusive need be restricted to the extent they pertain to the items under

ANNEXURE-B

Authorization & Undertaking Certificate by Manufacturer

(On Letter Head of the Principal / Manufacturer)

M/s. MCL,
Address

Dear Sir

Sub: GeM Bid No.:

-

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

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

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

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

OR

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

(Signature)

(Name)

(Designation)

(Seal)

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

ANNEXURE-C

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

(On Letter Head of the Bidder)

GeM Bid No.:

We M/s. undertake the following:

- i) That we will be responsible for all the contractual obligations including quality aspects, replacement of part/items and warranty/ guarantee obligations
- ii) That we will be responsible for providing the required after sale service
- iii) That our Business Entity is in existence for more than 3 years as on the date of this Tender opening

(Signature)

(Name)

(Designation)

(Seal)

Signed for and on behalf of [Name of Indian selling agents/dealers/distributors authorized by Indian manufacturer].

ANNEXURE-D

-

-

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

(On Letter Head of the Bidder)

-

GeM Bid No.:

We M/s. undertake the following:

-

It is certified that no agent/ middleman / liasoning agent or any entity in any name other than the disclosed authorized Indian agent is involved in the process of procurement of goods and services.

-

-

{Signature}

{Name}

{Designation}

{Seal}

Signed for and on behalf of [Name of OEM/ Indian selling agents/dealers/distributors authorized by Indian manufacturer].

ANNEXURE-E

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

(On Letter Head of the Bidder)

GeM Bid No.:

We M/s. undertake the following:

“The offered product is 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”.

(Signature)

(Name)

(Designation)

(Seal)

Signed for and on behalf of [Name of OEM/ Indian selling agents/dealers/distributors authorized by Indian manufacturer].

ANNEXURE-F

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)

Messer's 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 maybe 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 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 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 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 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

ANNEXURE-G

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 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 commit any breach of its obligations thereunder, the Bank shall on demand and without any objection or demand 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 maybe 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 obligation

ons 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 post pone 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

ANNEXURE-H

SN	<u>Self-Declarations</u> (On Letter Head of the Manufacturer/OEM)
3	<u>Local Content Certificate:</u>

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

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

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

I/We M/s, Address, Class-I / Class-II Local Supplier (***strike out whichever is not applicable***) hereby certify that we meet the mandatory minimum local content of % for requirement of the goods and / or services offered in our online bid against GeM Bid No. dt. as per Order No. P-45021/2/2017-PP(BE-II) dt.04.06.2020 of Department of Industrial Policy and Promotion, Ministry of Commerce and Industry.

The details of the location at which local value addition made is as under:

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

e) (give details of location in India where local value addition is done)

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

(Signature / Seal)

(Name / Designation)

(Name of the bidder / firm)

Signed for and on behalf of the Bidder

(Note: Inclusion of any additional redundant information by the bidder, which does not contradict the content and spirit of original format uploaded by department, will not be

a cause of rejection of their bid)

ANNEXURE-I

MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT

RTGS TRANSFER

To,

The Mahanadi Coalfields Limited,
Lingaraj Area, PO-Deulbara Colliery
Talcher, Angul - 759102

Dear Sir,

Sub: Authorization for release of payment due from Mahanadi Coalfields Limited, Burla through Electronic Fund Transfer / Internet Banking NEFT / RTGS Transfer.

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

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

Particulars of Bank			
Name & Style of Bank A/C			
Bank Name		Branch Name	
PIN Code		Branch Code	

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

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

Place:

Date: Signature of the party/ Authorized Signatory

_____Certified that particulars furnished above are correct as per our records

Date: Signature of Authorized official from the Banks

Banker's Seal

ANNEXURE-K

SN	<u>Self-Declarations</u> (On Letter Head of the Bidder)
-----------	--

6	<u>Lowest Price certificate:</u>
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	<i>"We certify that the prices quoted in the tender are the lowest and not higher than as applicable to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization."</i>
--	--

(Signature / Seal)

(Name / Designation)

(Name of the bidder / firm)

Signed for and on behalf of the Bidder

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

ANNEXURE-L

-

Self-Declaration of Satisfactory performance of items against the submitted Orders/RCs

(On the Letter Head of the Bidder)

1. The items covered in the Purchase Order(s)/ Rate Contract(s) copies enclosed with our offer have been fully executed and have performed satisfactorily for a period of minimum one year from the date of commissioning and all the complaints/ claim (s) lodged by the purchaser, if any, have been attended to and no complaints/ claims(s) are pending

(Signature / Seal)

(Name / Designation)

(Name of the bidder / firm)

Signed for and on behalf of the Bidder

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

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3. **Generic**

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 %.

4. **Generic**

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.

5. **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

6. **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:

- i) The Seller fails to comply with any material term of the Contract.
- ii) 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.
- iii) 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.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

7. **Generic**

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.

8. **Scope of Supply**

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

9. **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.

10. **Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

11. Warranty

Warranty period of the supplied products shall be as given in specifications 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.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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. 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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and
- All operative provisions of the erstwhile Labour Laws until their complete substitution.

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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

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।/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.

---धन्यवाद/Thank You---