# अनुबंध|Contract

DT(OP)

GM(MM)



अनुबंध क्रमांक | Contract No: GEMC-511687765087818

अनुबंध तिथि | Generated Date : 21-Jul-2025

बोली/आरए/पीबीपी संख्या|Bid/RA/PBP No.: <u>GEM/2025/B/5964155</u>

संगठन विवरण|Organisation Details

प्ररूप|Type: Central PSU मंत्रालय|Ministry: Ministry of Coal COAL INDIA LIMITED विभाग | Department : संगठन का नाम | Organisation Name : **Bharat Coking Coal Limited** 

कार्यालय क्षेत्र|Office Zone: BCCL Dhanbad Jharkhand खरीदार विवरण|Buyer Details

पद | Designation : Assistant Manager5 संपर्क नंबर|Contact No.: ईमेल आईडी|Email ID : ashisk.dutta@nic.in

जीएसटीआईएन|GSTIN:

MM Department, level 3, Commercial Building, Koyla

पता|Address: Bhawan, Koyla Nagar,

DHANBAD, JHARKHAND-826005, India

वित्तीय स्वीकृति विवरण | Financial Approval Detail

आईएफडी सहमति|IFD Concurrence: प्रशासनिक अनुमोदन का पदनाम|

Designation of Administrative Approval:

वित्तीय अनुमोदन का पदनाम।

Designation of Financial Approval :

भुगतान प्राधिकरण विवरण|Paying Authority Details

PAO भुगतान का तरीका| Offline

Payment Mode:

पद|Designation : Senior Manager ईमेल आईडी|Email ID : pay8.bccl.dhn@gembuyer.in जीएसटीआईएन|GSTIN :

20AAACB7934MFZB

MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar,

पता|Address:

DHANBAD, JHARKHAND-826005, India

विक्रैता विवरण|Seller Details

जेम विक्रैता आईडी|GeM Seller ID : 76E9200001353062

कंपनी का नाम|Company Name : INTERNATIONAL CONVEYORS LIMITED

संपर्क नंबर|Contact No.: 09831461111

ईमेल आईडी|Email ID : pinakisen@iclbelting.com

> Falta SEZ, Sector II, Near Pump House No. 3 Village & Mouza Akalmegh, Falta SEZ, Sector II, Near Pump House No. 3 Village & Mouza Akalmegh, Dist. South 24 Parganas, West Bengal - 743504, Falta SEZ, Sector II, Near Pump House No. 3 Village &

पता। Address : Mouza Akalmegh, Dist. South 24 Parganas, West Bengal - 743504, Falta SEZ, Sector II, Near Pump House No. 3 Village &

Mouza Akalmegh, Dist. South 24 Parganas, West Bengal - 743504,

24 PARAGANAS SOUTH, WEST BENGAL-743504, -एमएसएमई पंजीकरण संख्या|MSME Registration number : UDYAM-MH-04-0031943

जीएसटीआईएन|GSTIN: 27AAACI6161K1ZF (B) , 19AAACI6161K2ZB (R) , 27AAACI6161K1ZF (M)

खरीदार द्वारा मूल्यांकित एमआईआई स्थिति | MII Status as

evaluated by buyer:

खरीदार द्वारा सत्यापित एमएसएमई स्थिति | MSME Status as

verified by buyer:

एमएसई सामाजिक श्रेणी|MSE Social Category : एमएसई लिंग श्रेणी|MSE Gender :

Verified Verified

General Male

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

वितरण निर्देश | Delivery Instructions : NA

उत्पाद विवरण|Product Details

#	<sup>‡</sup> आइटम विवरण Item Description	आइटम विवेरण  Ordered Quantity	इकाई   Unit	इकाई मूल्य (INR)  Unit Price (INR)	कर विभाजन (INR)  Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित)  Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम   Product Name: Fire resistant PVC Belting ब्रांड Brand: ICL GOLD LINE ब्रांड प्रकार Brand Type: NA कैटलॉग की स्थिति Catalogue Status: NA कैसे बेचा जा रहा है Selling As: NA श्रेणी का नाम और चतुर्थांश Category Name & Quadrant: NA (-) मॉडल Model: ICL GOLD LINE एचएसएन कोड HSN Code: 39269010	6,000	meter	5,952	NA	35,712,000
कु	ल ऑर्डर मूल्य  Total Order Value (in INR)		•	•		35,712,000

परेषिती विवरण|Consignee Detail

दिनांक के बाद

वितरण पूरा कब तक करना है|

क्र.	.सं. S.No	परेषिती Consignee	वस्तु Item	लॉट नंबर  Lot No.	मात्रा Quantity	डिलीवरी शुरू करना है  Delivery Start After	Delivery To Be Completed By
	1	पद  Designation : - ईमेल आईडी Email ID : ampurchase.wj.bccl@nic.in संपर्क Contact : - जीएसटीआईएन GSTIN : - पता Address : Office of General Manager, Western Jharia Area of BCCL, Moonidih Rd, Putkee, Jharkhand 828129, Dhanbad, JHARKHAND-828129, India	Fire resistant PVC Belting	-	6,000	21-Jul-2025	18-Nov-2025

## **Product Specification for Fire resistant PVC Belting**

विनिर्देश Specification	उप-विनिर्देश Sub-Spec	मूल्य Value
Custom Specification	Custom Specification	Yes

## विक्रैता विशिष्टता दस्तावेज़|Seller Specification Document:

1. SpecificationDocument1

mkp.gem.gov.in/catalog\_data/catalog\_support\_document/73/42/103/CatalogAttrs/SpecificationDocument/2025/4/9/2025\_04\_09\_14\_35\_23\_tc\_2025-04-09-14-35-25\_e7fcee1fb7f7779d8ada13676d87f677.pdf

## खरीदार विशिष्टता दस्तावेज़|Buyer Specification Document:

1. SpecificationDocument

 $mkp.gem.gov.in/catalog\_data/catalog\_support\_document/buyer\_documents/10863894/54/78/703/CatalogAttrs/SpecificationDocument/2025/2/17/technical\_specificationpvcbelting\_2025-02-17-19-22-56\_dde88 fe87319f4313fb8ebbc7275064f.pdf$ 

## शुद्धिपत्र|Corrigendum

तक बढ़ाया गया|Extended Upto : 2025-04-01 17:00:00
 GeM-Bidding-Corr-7538619-3.pdf :यहां क्लिक करें|click here
 तक बढ़ाया गया|Extended Upto : 2025-04-16 11:00:00

# ईपीबीजी विवरण | ePBG Detail

,	सलाहकार बैंक   Advisory Bank :	State Bank of India
1	र्दपीबीजी प्रतिशत (%)   ePBG Percentage(%):	5.00

बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा |The bidder shall furnish ePBG as applicable as per bid's terms and conditions

## नियम और शर्तें|Terms and Conditions

## 1. General Terms and Conditions-

- 1.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable
- 1.3 All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.
- 2. Buyer Added Bid Specific Terms and Conditions-

## 2.1 Scope of Supply.

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

## 2.2 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.

## 2.3 Generic

- 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

## 2.4 Generic

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

#### 2.5 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.

#### 2.6 Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. Click here to view the file

#### 2.7 Generic

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

#### 2.8 Forms of EMD and PBG:

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

#### **BHARAT COKING COAL LIMITED**

payable at

DHANBAD

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.

#### 2.9 Forms of EMD and PBG:

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

#### **BHARAT COKING COAL LIMITED**

Account No

10976596836

IFSC Code

SBIN0000066

**Bank Name** 

State Bank of India

Branch address

Bank More, Dhanbad

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

#### 2.10 Inspection.

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance: Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

#### CMPDIL

Post Receipt Inspection at consignee site before acceptance of stores:

GM (E&M) I/c or his Authorized Representative.

# 2.11 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

- 1. Self certificate for make in India should be as per the 'MII CERTIFICATE FORMAT' (Annexure-F) enclosed in the ATC.
- 2. Following document must be provided by supplier at the time of supply,
- i. Supplier's invoice showing Contract Number, Goods description, quantity, unit p rice, total amount.
- ii. Railway receipt/ Transporter's consignment note /acknowledgement of receipt of Goods from the consignee(s);
- iii. Manufacturer's/Supplier's warranty / guarantee certificate;
- iv. Manufacturer's Authorization certificate (if any).
- v. Manufacturer's Test & Inspection certificate (if any).
- 3. TreDS: Trade Receivables Discounting System (TreDS) is an initiative of Reserve Bank of India (RBI) to facilitate MSME receivable payments from corporates. BCCL has on board ed on following three TreDS platforms
- i. Receivables Exchange of India Limited (RXIL), website- www.rxil .in
- ii. A-treds Ltd (Invoicemart), website-www.invoicemart.com
- iii. Mynd Solutions Pvt.Ltd. (M1 exchange) , website-www.m1exchange.com

MSE bidders willing to get payment through this system may g et registered on TreDS platform and confirm the respective member code of TreDS Portals in their offer. The bidd er may contact respective portals for any queries /details.

## 4. Experience criteria:

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.
- 5. Satisfactory performance certificate of the offered item with same or higher specification, for at least 1 year from the date of commissioning, issued by respective Buyer Organ ization for the above Orders shall be uploaded with bid.

Considering the practical difficulties in obtaining the Performance Reports in cases where proven-ness of the offered product is being ascertained on the basis of supply made in other subsidiaries of CIL or other PSUs/Govt. Department/Private Organizations, the bidder shall submit a self-certificate in the following format along with proof of payment against the Purchase Order/ Rate Contract:

"The items covered in the purchase order/ rate contract(s) copies enclosed with our offer have been fully executed and have performed satisfactorily as per the provisions of the respective purchase order/ rate contract(s) and all the complaints lodged by the purchaser, if any, have been attended to and no complaints/ claims are pending."

#### 6. Exemption from Experience Criteria/Performance criteria:

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 c ompanies/Proven product of the ancillary unit of a Subsidiary Company of CIL, they will be required to submit the following applicable related documents, for relaxation from the criteria of prior experience and prior turnover:

- ·a valid BIS Marking License for the quoted items or
- Rate contract issued by CIL/its Subsidiary Companies for the guoted items or
- · a valid DGMS Approval certificate for the quoted items or
- · Proven Ancillary certificate issued by BCCL for the quoted items.

OF

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 lik e MSME, NSIC, etc, the bidder needs to submit Proforma for Equipment and Quality Control' (as per Annexure-1) duly filled along with the bid for assessing the techno-commercial capability of the vendors to manufacture and deliver goods as per the prescribed quality and technical specification.

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 copy of such d ocument(s)/certificate(s) valid on thedate of supply, must accompany their bill(s). (Proforma attached in buyer added bid specific ATC document) Note: performance/exemption d ocuments needs to be submitted to be considered for provenness/exemption. This is in suppression point no 4 i.e. experience criteria.

#### 7. Pre-dispatch Inspection

Pre-dispatch Inspection shall be done by nominated agency of BCCL i.e. Central Mine Planning & Design Institute Ltd (CMPDIL) Ranchi / their Regional Office (for details visit www.cmpdi.co.in ). Inspection fee @ 1% of total consignment billing (plus statutory levis like GST etc. as applicable on inspection fee) is to be paidto CMPDIL along with inspection call I etter payable by SBI Collect by seller. The price is to be quoted by the seller inclusive of inspection fees. Minimum 7 calendar days notice shall be given by the manufacturer toCM PDIL for arranging inspection within valid delivery period as per contract. (The clause is as below)

#### PRE-DESPATCH INSPECTION CLAUSE

Pre-dispatch inspection of each consignment shall be carried out by M/s. Central Mine Planning & Design Instit ute Ltd (CMPDIL), Ranchi/their Regional Office as per the terms and conditions indicated hereunder:

Pre-dispatch inspection shall be carried out by M/s. CMPDIL (the above firm) as per their methodology. The third-Party Inspection shall include examination of raw material, test certificate verification, continuous monito ring of quality assurance by manufacturer which will include regular and surprise visits. In brief, the scope and condition of inspection by M/s. CMPDIL will be as follows:

Checking and approval of test procedures/quality assurance plans.

Verification of records and documents of your works.

Verification of documents and test certificate of bought out items and cross checks.

You shall provide facilities for carrying out all necessary tests as required in the specification at your works else these will be carried out at an independent test house at your cost.

Final testing and checking of materials as per specifications.

M/s. CMPDIL will have full and free access to the premises of manufacturer during the process of manufacturin q and during inspection activities.

Inspection fee @ 1% of total consignment billing (plus statutory levis like GST etc., as applicable on inspection f ee) is to be paid to M/s. CMPDIL along with inspection call letter payable by SBI Collect by the seller. The price i s to be quoted by the seller Inclusive of inspection fees.

Minimum 7 calendar days notice shall be given by the manufacturer to M/s. CMPDIL for arranging inspect ion within valid delivery period as per contract.

The ultimate responsibility for supply of correct materials as per requirement of relevant specification lies solel y with the manufacturer in spite of clearance/acceptance by inspection authority i.e. M/s. CMPDIL. The manufacturer will be required to replace the material free of cost if found defective/unserviceable/not according to relevant specifications.

The charges for third party inspection and the cost of materials that would be required for destructive test s, if any, shall be reimbursed by BCCL together with the consignment billing. Such cost shall be reimbursed onl

y if it is duly certified by M/s. CMPDIL.

Final inspection shall be arranged by the consignee after receipt of the material at our destination.

The purchaser shall, at its discretion, have the right to test the ordered material in a Government Test House or in a test house nominated by the purchaser. In case or failure of the material after testing the cost of tests as well as of the material shall have to be borne by the supplier.

In many cases, upon reaching the site of inspection, the material is not found to be ready or only partial quantity of material is ready for inspection.

In both the above cases, inspector has to visit the inspection site more than one time which leads to the loss of time and money. Therefore, it is decided that for re-inspection of materials, if any, manufacturers/suppliers have to repay the inspection fee as follows:

- · Inspection fee for remaining quantity of materials (including GST as applicable)
- Travel expense to reach site of inspection (Onwards and return): Minimum Rs.15,000/
- · Costofstayfor2/3 days: Minimum Rs.5,000/ per day

Fresh inspection call shall be raised after paying the above fees along witha copy ofpayment receipt and Contract/ Purchase Order for further necessary action at our end.

Note: The price is to be quoted by the seller inclusive of inspection fees.

The manufacturer/firm, intending to submit the Pre-Dispatch Inspection (PDI) Fees online through SB collect has to follow the following steps: -

- i. Visit CMPDI site (www.cmpdi.co.in).
- ii. Click on the link of State Bank Collect to pay Inspection Fee
- iii. Click the acceptance of terms & conditions and then click the proceed button.
- iv. Next page will open. Here you select the state as *Jharkhand* and then select the type of institution as *PSU-Public Sector Undertaking*, then press *qo* button.
- v, Next page will open requesting to you select PSU name, here you select *CMPDI Ltd.* & then press the submit button.
- vi. Next page will open, requesting to select the payment category. Here you select "INSPECTIONN FEES".
- vii. Automatically you will be transferred to next page requesting to you to provide details of payment. Here you are required to fill the data as requested in each row including the remarks.
- viii. After filling all the required data, press the *submit* button, you will be transferred to next page, which will request to verify the details and confirm the details. Press *confirm* button if entry made are correct otherwise press cancel If you press Confirm then you will be transferred to next page where payment option will appear.
- ix. On this page you will find the various modes of e-payment of different banks i.e. net-banking, debit card, credit card etc.
- x. At this page you are requested to make the payment by selecting the appropriate mode of payments offered by different banks as per your choice.
- xi. After making the payment please take out the prints of e-receipt which should subsequently be submitted to us as a proof of payment made to CMPDIL along with inspection call letter.
- Xii. The inspection call is required to be submitted online on the email id <a href="mailto:gmenm.cmpdi@coalindia.in">gmenm.cmpdi@coalindia.in</a>, with a copy to <a href="mailto:paresh.saxena@coalindia.in">paresh.saxena@coalindia.in</a> in in the following manner:
  - a) A Covering letter on your letter head giving the details of inspection.
  - b) Inspection call duly stamped and signed, addressed to GM (E&M) CMPDI in the required format on your letter head.
  - c) Copy of e-money receipt for the PDT Fee deposited online.
  - d) Copy of the respective complete supplied order against which inspection call is raised. All the above four documents are to be submitted in separate POF files.

Xiii. Simultaneously a copy of e-money receipt for the PDI Fee deposited online must be mailed

on the email id: hqfinance@yahoo.com, with a copy to Sandeep.aru@coalindia.in

Note: - The facility for submission of PDI Fee on State Bank Collect will be available from 1<sup>st</sup> to 28th of every month.

- 8. Pre-Contract Integrity Pact The bidders will have to upload along with their offer, digitally signed Pre
- -Contract Inte grity Pact as per attached format in Bid, In terms of the Integrity Pact, the Independent External Monitor(s) (IEMs) nominated for this tender are as follows,

SL Name of IEM Address e-Mail ID

1 Shri Arvind Kumar Kadyan, IDAS(Retd.) B2l1,PaschimVihar,New Delhi-110063 arvindkadyan17@gmail.com

2 Shri Amrit Lugun, IFS(Retd.) A2/122,Ground Floor Safdarjung enclave, New Delhi-110029 a.lugan@ymail.com

# 9. .DOCUMENTS TO BE SUBMITTED BY BIDDERS WHO HAVE SUBMITTED EMD IN FORM OF DD/R $\,$

## TGS / INTERNET BANKING

Bidders submitting EMD in the form of DD/RTGS / internet banking shall also submit the following documen ts along with their bid for Vendor Code Creation to return the EMD amount p ost finalization of tender: a. C opy of PAN Card. B. Copy of GSTIN. C. Copy of Cancelled Cheque. D. Copy of EFT Mandate duly certified by Bank.

- 10. WARRANTY 12 months from the date of installation or 18 months from the date of supply and acceptance, whichever is earlier against any material defects, design defects or manufacture defects during normal operation along with extended day s equal to the breakdown period in days at site/mine.
- 11. The clause w.r.t Testing available in the bid document under buyer specification document.pdf > `i.e. "Edge strip adhesion" may be considered omitted i.e. testing is not required for Edge strip Adhesion.. The SAMPL E & TESTING of the item may be carried out as per based IS 3181 (latest) for Technical Specification
- 12. Security Deposit ePBG mentioned in Bid document will work as Security Deposit.
- a. The successful tenderers will have to submit Security Deposit for the 5% value of the tot al landed value of the contract including all taxes, duties and other costs and charges. In c ase of Rate / Running Contracts the Security Deposit shall be for an amount of 5% of avera ge annual offtake contractual value; and in case RC period is longer than 1 year, SD amoun t shall be 5% of average annual offtake. In case of Contracts for procurement of Capital Go ods along with Warranty Spares & Consumables (if applicable) and additional Spares & Consumables / AMC / CMC for more than one year, the Security Deposit shall be for 5% of equip ment landed value along with maximum annual landed value of Spares & Consumables.
- b. The Security Deposit shall be deposited through RTGS / NEFT / IMPS /e-BG/ other digital modes or in the form of a Bank Guarantee in the prescribed format from a RBI Scheduled Bank in purchaser's country (on a non-judicial stamp paper) within 15 days from date of notification of award or placement of order.
- c. 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 (SDB G) in respective currency for required value as above shall be submitted.
- d. In case of equipment, SDBG shall not be individual equipment wise. However, multiple B

ank Guarantees for Security Deposit shall be permissible provided value of all the SDBGs to tals to 5% of the contract value, and all are submitted simultaneously within the specified t ime schedule and all of them are in the same prescribed format of SDBG without linking to any particular equipment.

- e. The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee in case of supply contracts and in case of contracts for equip ment involving installation and commissioning, 3 months after the supply and commissioning of all the equipment covered in the contract.
- f. 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 scheduled delivery period, the submission of Security Deposit may be waived, as the purpose of submission of SD is fulfilled.
- g. 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, 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) shall be levied subject to a maximum of 5% of the contract value.
- h. 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 in case of supply contract or after successful commissioning and on receipt of confirmation of Performance Bank Guarantee(s) for all the equipment covered in the contract in case of con tracts for equipment and all those items/ goods involving installation and commissioning a nd PBG.
- i. All Central/State Government Organization/PSUs shall be exempted from submission of S ecurity 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/Limite d Tenders.
- f. The SDBG will be submitted Through Structured Financial Management System (SFMS).

## 13.Performance Bank Guarrantee (PBG)

Apart from 5 % e-PBG as per GeM format (which is towards security Deposit), the successful bidder shall be required to furnish performance bank Guarantee, PBG (s) as per following,

- 1. The successful bidder shall be required to furnish a Performance Guarantee equivalent to 10% value of the contract to cover the warranty/guarantee period.
- 2. The Performance Guarantee shall be in the form of a Bank Guarantee issued by a RBI scheduled bank in India in the prescribed format as below on a non-judicial stamp paper.
- 3. The Performance Bank Guarantee (PBG) shall be in the same currency in which contract has been signed.
- 4. The PBG (s) shall remain valid till 3 months after the completion of warranty period.
- 5. The PBG shall be submitted sufficiently in advance (say 3-4 weeks) to enable its verification from the issuing bank, before submission of the invoice.
- 6. The release of the Performance Bank guarantee after above indicated period, shall be subject to satisfactory performance of the equipment/ items during the warranty period and fulfilment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. The Performance B ank Guarantee shall be released after expiry of validity period if no claim is pending, with the approval of the concerned HOD (MM)/ Area GM after expiry of validity period after obtaining the following:
- 1. 'No Claim Certificate' from the concerned HOD (User Dept.) indicating that there is no claim pending.
- 2. 'No Claim Certificate' from the contractor indicating that there is no claim pending and that there is no disput e pending as per Annexure-2.
- 7. The PBG will be submitted through Structured Financial Management System (SFMS).
- 8. The PBG issued by Issuing bank on behalf of the bidder in favour of "Bharat Coking Coal Limited" shall be in p aper form (Stamp Paper) as well as issued under "Structured Financial Messaging System". The details of beneficiary Bank for issue of BG through SFMS Platform shall be as under, Issuing Bank should send the underlying confirmation to either of following banks:

Name of benefici		Bharat Coking Coal Limite
ary	Name	d
& its details	Area	HQ,BCCL
	Bank Account no	
	•	35160317947

	Deptt.	MM Department
Beneficiary	State Bank of India	
Bank,		
Branch & Addr	Main Br	anch Dhanbad
ess	Main Branch Bhanbaa	
IFSC code	SI	BIN000066

Or

Name of benefici	Name	Bharat Coking Coal Limited
ary	Area	HQ,BCCL
& its details	Bank Accoun	
	t no.	019605001057
	Deptt.	MM Department
Beneficiary	Beneficiary ICICI Bank Bank, Branch & Addr ess IFSC code ICIC0000196	
Bank,		
Branch & Addr		
ess		
IFSC code		

- 9. Original copy of the Bank Guarantee issued by the Issuing Bank along with SFMS confirmation shall be sent by the issuing bank to MM department, BCCL.
- 10. In cases where the supplier does not submit the PBG in time or as per the prescribed format in line with the contract stipulations, the PBG amount may be deducted from the first bill or in case of insufficient amount, from subsequent bill(s) of the supplier till the full PBG amount is deducted. This amount shall be refunded to the supplier upon acceptance of PBG submitted by them.

Performance Bank Guarantee Format

M/s. Bharat Coking Coal Ltd.

KoylaBhawan,KoylaNagar

Dhanbad - 826005

Re: Bank Guarantee in respect of Agreement / Contract / Purchase Order vide no. ..... dated ......... between BHA RAT COKING COAL LIMITED and ........ (Name of Supplier Company)

The......(Name of the Bank) (hereinafter called '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) do hereby unconditionally agree with the Compan y that if the Contractor shall in any way fail to observe or perform the terms and conditions of the said Agreeme nt 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 any portion thereof 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 a ny arbitration proceeding or legal proceeding is pending between the Company and the Contractor regarding the claim.

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 for bearance, 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 s uch lesser sum as may then be due to the Company 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 theday of20 and unless the guarantee is renewed or a clai m is preferred against the Bank within the validity period and/or the claim period from the said date, all rights o f 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(s)] who have signed it on behalf of the Bank has authority to do so.
Dated thisday of20
Place
Signature of the authorized perso n(s)
For and on behalf of the Bank.
No Claim Certificate
(On company letterhead)
То,
(Contract Executing Officer)
Procuring Entity
NO CLAIM CERTIFICATE
Sub: Contract Agreement no datedfor the supply of
We have received the sum of Rs. (Rupees only) in full and final settlement of all the payments due to us for the supply of
under the above mentioned contract agreement, between us and BHARAT COKING COAL LIMITED. We hereby unconditionally and without any reser
vation whatsoever, certify that we have no claim whatsoever, of any description, on any account, against Procuring Entity, against aforesaid contract agreement executed by us. We further declare unequivocally, that we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the contract agreement, as regards performance of the contract.
Yours faithfully,
Signatures of contractor or
Officer authorized to sign the contract documents on behalf of the contractor
(Company stamp)
Date:
<u>Place:</u>
Annexure-F
(MII CERTIFICATE FORMAT)
Certificate of Local Content as per Public Procurement (Preference to Make in India) Order, 2017 (as amended from time to time) for tender value I ess than 10 Cr.
Ref. No: Date:
Tender No.: dated dated
We, M/s, having registered office at, being OEM of the offered product/services do hereby confirm that the percentage of local content in the offered product / service is % and meets the local content requirement for 'Class - I local supplier/ (Strike off which is not applicable) as prescribed under Public Procurement (Preference to Make in India) Order, 2017 (as amended from time to time).

The complete address of the location(s) at which the local value addition is made, is  $\/$  are as under:

1.
2.
(Signature of the authorised signatory)
Name:
Designation:
Email id:
Mobile No:
Modile No:
Place:
Date:
Note: Percentage of local content is to be mentioned as per the formula given in Annexure 28 (page no 285) of Manual for Procurement of Goods, Second Edition, 2024 issued by Department of Expenditure, MoF, GoI. (https://doe.gov.in/circulars/manual-procurement-goods-second-edition-202
4)
Annexure-1
(PROFORMA FOR EQUIPMENT AND QUALITY CONTROL FOR MSE BIDDER)
Reference:CIL/SubsidiaryCoTender No
Datefor supplyof
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 ownershi
p must be produced).
4. Brief description of the factory (i.e. area covered accommodation, Department into which it is divi
ded, 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
9. Production capacity of items quoted for with the existing plants and machinery (a) Normal
(a) Normal
(a) Normal (b) Maximum
(a) Normal (b) Maximum  10. Details of Quality Assurance Plan and Quality Control infrastructure such as laboratories etc.
(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.
(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.
(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

12. Whether stores were tested to any standard specification, if so, copies of original test	
certificate should be submitted in duplicate.	
(Signature of Tenderer)	
NB: Details against SI. no. 5 to 12 need be restricted to the extent they pertain to the items	
2.12 Certificates:  Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.	
2.13 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.	
2.14 Buyer Added Bid Specific ATC:	
Buyer uploaded ATC document <u>Click here to view the file</u> .	
नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।	
Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.	
	J