

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687754858385

अनुबंध तिथि | Generated Date : 26-Aug-2025

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2025/B/6090978](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
<p>प्ररूप Type : Central PSU</p> <p>मंत्रालय Ministry : Ministry of Coal</p> <p>विभाग Department : COAL INDIA LIMITED</p> <p>संगठन का नाम Organisation Name : Bharat Coking Coal Limited</p> <p>कार्यालय क्षेत्र Office Zone: BCCL Dhanbad Jharkhand</p>	<p>पद Designation : Assistant Manager4</p> <p>संपर्क नंबर Contact No. : -</p> <p>ईमेल आईडी Email ID : shubham.kumar697@nic.in</p> <p>जीएसटीआईएन GSTIN : -</p> <p>पता Address : MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India</p>

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
<p>आईएफडी सहमति IFD Concurrence : Yes</p> <p>प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: GM/HoD/CMS</p> <p>वित्तीय अनुमोदन का पदनाम Designation of Financial Approval: GM(MM)/HOD-MM(P)</p>	<p>Role: PAO</p> <p>भुगतान का तरीका Payment Mode: Offline</p> <p>पद Designation : Senior Manager</p> <p>ईमेल आईडी Email ID : pay8.bccldhn@gembuyer.in</p> <p>जीएसटीआईएन GSTIN : 20AAACB7934MFZB</p> <p>पता Address: MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India</p>

विक्रेता विवरण Seller Details
<p>जेम विक्रेता आईडी GeM Seller ID : CF6D180000093348</p> <p>कंपनी का नाम Company Name : M/S PRAKASH BATTERY UDYOG</p> <p>संपर्क नंबर Contact No. : 09368701502</p> <p>ईमेल आईडी Email ID : accounts@cronexpower.com</p> <p>पता Address : GT ROAD, NEAR MASOODABAD, Aligarh, UTTAR PRADESH-202001, -</p> <p>एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-UP-02-0001823</p> <p>जीएसटीआईएन GSTIN: 09AGFPG2115D1Z0 (R), (M)</p>
<p>खरीदार द्वारा मूल्यांकित एमआईआई स्थिति MII Status as evaluated by buyer : Verified</p> <p>खरीदार द्वारा सत्यापित एमएसएमई स्थिति MSME Status as verified by buyer : Verified</p>
<p>एमएसई सामाजिक श्रेणी MSE Social Category : General</p> <p>एमएसई लिंग श्रेणी MSE Gender : Female</p>

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

वितरण निर्देश | Delivery Instructions : NA

उत्पाद विवरण Product Details						
#	आइटम विवरण Item Description	आइटम विवरण Ordered Quantity	इकाई Unit	इकाई मूल्य (INR) Unit Price (INR)	कर विभाजन (INR) Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित) Price (Inclusive of all Duties and Taxes in INR)
1	<p>उत्पाद का नाम Product Name : CRONEX Yes 160 24</p> <p>ब्रांड Brand : CRONEX</p> <p>ब्रांड प्रकार Brand Type : Registered Brand</p> <p>कैटलॉग की स्थिति Catalogue Status: OEM verified catalogue</p> <p>कैसे बेचा जा रहा है Selling As : OEM</p> <p>श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : Lead Acid Batteries for Motor Vehicles with Light Weight and High Cranking Performance as per IS 14257:2019 (Q3)</p> <p>मॉडल Model: EP160 CRONEX BATTERY 24M</p> <p>एचएसएन कोड HSN Code: 85071000</p>	160	pieces	10,200	<p>जीएसटी GST (28%) : 357,000</p> <p>जीएसटी उपकर 1 GST Cess 1 (0%) : 0</p> <p>जीएसटी उपकर 2 GST Cess 2 (0 per accounting unit) : 0</p> <p>जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) Input Tax Credit (ITC) on GST1 (100%) : 357,000</p> <p>जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (100%) : 0</p> <p>जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (100%) : 0</p>	1,632,000
कुल ऑर्डर मूल्य Total Order Value (in INR)						1,632,000

परेषिती विवरण Consignee Detail
वितरण पूरा कब

2. For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.
3. For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.
4. For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess.
5. For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

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 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):

NA

Post Receipt Inspection at consignee site before acceptance of stores:

GM(Excv)/HoD or his authorized representative

2.3 Certificates:

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

2.4 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.

2.5 Warranty:

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

2.6 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.

2.7 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.

2.8 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.

2.9 Generic:

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

2.10 Generic:

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

2.11 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

A)Warranty:

Warranty period as required by BCCL shall be for 1(one) year. from the date of receipt and acceptance of the materials at stores.

B)Inspection:

Inspection of the stores is to be carried out by representative of GM(Excv)/HoD at consignee End.

C)DOCUMENTS TO BE SUBMITTED BY BIDDERS WHO HAVE SUBMITTED EMD IN FO RM OF DD/RTGS / INTERNET BANKING:

Bidders submitting EMD in the form of DD/RTGS / internet banking shall also submit the following documents along with their bid for Vendor Code Creation to return the EMD amount post finalization of tender:

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

D) Upon dispatch of the Goods to the consignee, the Supplier shall notify the Purchaser and Ultimate Consignee and need to furnish following dispatch documents

- i. Supplier's invoice showing Contract Number, Goods description, quantity, unit price, 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 Test & Inspection certificate (if any)

The above documents shall be provided by the supplier at the time of arrival of the Goods at the consignee's end. In case of delay, the Supplier will be responsible for any consequent expenses.

E) 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 total landed value of the contract including all taxes, duties and other costs and charges. In case of Rate / Running Contracts the Security Deposit shall be for an amount of 5% of average annual offtake contractual value; and in case RC period is longer than 1 year, SD amount shall be 5% of average annual offtake. In case of Contracts for procurement of Capital Goods 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 equipment 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 (SDBG) 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 Bank Guarantees for Security Deposit shall be permissible provided value of all the SDBGs totals to 5% of the contract value, and all are submitted simultaneously within the specified time 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 equipment 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 contracts for equipment and all those items/ goods involving installation and commissioning and PBG.

i. All Central/State Government Organization/PSUs shall be exempted from submission of Security Deposit. OEM/OES shall also be exempted from submission of Security Deposit in case of procurement of Spare Parts for equipment against Single Tender Enquiry/Open/Limited Tenders.

j. The SDBG will be submitted Through Structured Financial Management System (SFMS).

F) TReDS: Trade Receivables Discounting System (TReDS) is an initiative of Reserve bank of India (RBI) to facilitate MSME receivable payments from corporates. BCCL has onboarded 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 get registered on TReDS platform and confirm the respective member code of TReDS Portals in their offer. The bidder may contact respective portals for any queries /details.

G) Performance Bank Guarantee (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 Bank 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 dispute 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 paper 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 beneficiary & its details	Name	Bharat Coking Coal Limited
	Area	HQ, BCCL
	Bank Account no	35160317947
	Deptt.	MM Department
Beneficiary Bank, Branch & Address	State Bank of India	
	Main Branch Dhanbad	
IFSC code	SBIN0000066	

Or

Name of beneficiary & its details	Name	Bharat Coking Coal Limited
	Area	HQ, BCCL
	Bank Account no.	019605001057
	Deptt.	MM Department
Beneficiary Bank, Branch & Address	ICICI Bank	
	ICICI Bank, Dhanbad	
IFSC code	ICIC0000196	

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 BHARAT COKING COAL LIMITED and (Name of Supplier Company)

Messrs a Company / Firm having its office at No. (hereinafter called 'the Contractor') has entered into the Agreement / Contract / Purchase Order vide no. dated (hereinafter called 'the said Agreement') with BHARAT COKING COAL LIMITED (hereinafter called 'the Company') to supply stores/ materials amounting to Rs. on the terms and conditions contained in the said Agreement.

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 Company that if the Contractor shall in any way fail to observe or perform the terms and conditions of the said Agreement 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 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 maybe 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..... are fully satisfied and the Company certifies that the Agreement has been fully carried out by the contractor and discharges the guarantee.

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

The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the Company the said sum of Rs..... or such lesser sum as may then be due to the Company 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 of20... and unless the guarantee is renewed or a claim is preferred against the Bank within the validity period and/or the claim period 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(s)) who have signed it on behalf of the Bank has authority to do so.

Dated this.....day of20.....

Place.....

n(s)

Signature of the authorized person(s)

For and on behalf of the Bank.

No Claim Certificate

(On company letterhead)

To,

(Contract Executing Officer)

Procuring Entity _____

NO CLAIM CERTIFICATE

Sub: Contract Agreement no. ----- dated -----for 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 reservation 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: _____

Place: _____

Certificate of Local Content as per Public Procurement (Preference to Make in India) Order, 2017 (as amended from time to time) for tender value less than 10 Cr.

Ref. No: Date:

Tender No.: 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/ Class - II 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:

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, Gol. (<https://doe.gov.in/circulars/manual-procurement-goods-second-edition-2024>)

2.12 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.

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

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