

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687739201841

अनुबंध तिथि | Generated Date : 18-Aug-2025

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/5511666](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्ररूप Type : Central PSU मंत्रालय Ministry : Ministry of Coal विभाग Department : COAL INDIA LIMITED संगठन का नाम Organisation Name : Bharat Coking Coal Limited कार्यालय क्षेत्र Office Zone: BCCL Dhanbad Jharkhand	पद Designation : Assistant Manager2 संपर्क नंबर Contact No. : 62872-42898- ईमेल आईडी Email ID : buyer8.bccldhn@gembuyer.in जीएसटीआईएन GSTIN : 20AAACB7934MFZB पता Address : MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: D(T) OP, BCCL वित्तीय अनुमोदन का पदनाम Designation of Financial Approval: D(T) OP, BCCL	Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : Senior Manager ईमेल आईडी Email ID : pay8.bccldhn@gembuyer.in जीएसटीआईएन GSTIN : 20AAACB7934MFZB पता Address: MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India

विक्रेता विवरण Seller Details
जेम विक्रेता आईडी GeM Seller ID : 544D200001108587 कंपनी का नाम Company Name : RAINBOW TECHNOLOGIES संपर्क नंबर Contact No. : 09831073081 ईमेल आईडी Email ID : rbowtech@gmail.com पता Address : ROOM NO.4,IA MARKET,SECTOR-III,SALT LAKE, KOLKATA, WEST BENGAL-700097, - एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-WB-10-0042120 जीएसटीआईएन GSTIN: 19ADMPB0934F1ZS (R)
खरीदार द्वारा मूल्यांकित एमआईआई स्थिति MII Status as evaluated by buyer : Verified खरीदार द्वारा सत्यापित एमएसएमई स्थिति MSME Status as verified by buyer : Not Verified
एमएसई सामाजिक श्रेणी MSE Social Category : General एमएसई लिंग श्रेणी MSE Gender : 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						
#	आइटम विवरण Item Description	आइटम विवरण Ordered Quantity	इकाई Unit	इकाई मूल्य (INR) Unit Price (INR)	कर विभाजन (INR) Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित) Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम Product Name : LEICA Manual Total Station Survey Instrument (Coal India) ब्रांड Brand : LEICA ब्रांड प्रकार Brand Type : Registered Brand कैटलॉग की स्थिति Catalogue Status: OEM verified catalogue कैसे बेचा जा रहा है Selling As : OEM verified Reseller श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : Total Station Survey Instrument (Coal India) (Q3) मॉडल Model: Leica Flexline एचएसएन कोड HSN Code: 90158090	15	pieces	2,935,000	NA	44,025,000
कुल ऑर्डर मूल्य Total Order Value (in INR)						44,025,000

प्रेषिती विवरण Consignee Detail						
क्र.सं. S.No	प्रेषिती Consignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	दिनांक के बाद डिलीवरी शुरू करना है Delivery To Be	वितरण पूरा कब तक करना है Delivery To Be

					Delivery Start After	Completed By
1	<p>पद Designation :- ईमेल आईडी Email ID : girish.kumar99@nic.in संपर्क Contact : 90316-66224- जीएसटीआईएन GSTIN : 20AAACB7934MFZB पता Address : Depot Officer, Central Store, Ekra, BCCL, Post Office- BANSJORA, Dhanbad, Jharkhand-828101., Dhanbad, JHARKHAND-828101, India</p>	LEICA Manual Total Station Survey Instrument (Coal India)	-	15	18-Aug-2025	16-Nov-2025
Product Specification for LEICA Manual Total Station Survey Instrument (Coal India)						
विनिर्देश Specification	उप-विनिर्देश Sub-Spec	मूल्य Value				
Technical Specifications	Features	Plummet Instrument,Coding Facility				
	Inbuilt Programmes	Topography,Stake Out,Station Setup including: Resection, Orientation (Angles & Coordinates), Height Transfer; Area (Plan & Surface),DTM Volume calculation,Tie Distance (MLM),Remote Height offset,Reference Line				
	Accuracy (Distance, mm) with reflector mode	>/= +/- 1mm + 1.5 ppm				
	Range Reflectorless, meter	>/= 1000				
	Data Downloading Software for quick and systematic downloading of data	Yes				
	Display	Full VGA/WVGA or better, True Graphic colour & touch screen display with illumintaion on both faces (identical dlsplay) , large graphical display of detail map including of point feature, line feature, polygon feature during field survey				
	Least Count (Angular)	</= 0.1 inch				
	Least Count (Distance)	</= 0.1 mm				
	Angular Accuracy	>/= 1				
	Keyboard	Identical alpha nuemeric hard both side keyboard with 36 or more function keys on both sides				
	Mechanical Drives	(Horizontal and Vential drives) Endless dnive (360") with fine adjustment				
	Range Single Reflector	3000 meter				
	Operation Mode	Manual				
	Interface for Data Storage	SD Card,USB				
	Quadruple Axis Compensating Range	+/-4				
	Reflectorless mode	>/=+/- 4mm +2 ppm				
	Memory for Data Storage	2 gigabyte				
	Magnification	30 X				
	Accessories	Power Supply (Battery),Quick batteny chargin with cord and adopters,Interchangeable Tribrach for laser plummet with circular bubble,Telescopic heavy duty wooden tripod with canvass carrying bag,Prism/Target-Single prism with prism holder with Target plate,Pnism adapter for tribrach,Aluminum Prism pole /reflector pole,Bipod: Dual strut for holding prism, Prism Reflector pole,Interchangeable Tribrach including optical plummet and circular bubble,Instrument Height Measuring device,Survey and Mapping Softwareone Licence per In strument(From The OEM of the instrument manufacturer only): One Licence per Instrument				
	Operating Time	10 hour				
Data Input or Import Module	Software should be capable of handling point cloud data	>/= 100000				
	Standard Formats in which data imported through	ASCII,TXT,CSV,DXF,XML,DBX				
	Modelling	Validates and computes DTM's, through tniangulat enerated must honour boundanies and breaklines ion, and the contour				
	Background Images	Registration and Image referencing of scanned background maps to be displayed along with survey data				
	COGO/Computation	Creates, Edits and Examines points, Lines, Splines, Polygons, Text and allignments				
		The softwane must have capability to generate long sections and cross sections at user defined intervals on existing user defined				

Survey and Mapping Software	Profiles and Design	alignment drawn on Mine co-ordinate sys tem
	Training Period	7 days at Mine site for both Hardware as well as software
	Contouring	Contour Labelling on user definable labeling area
	The software shall be stand -alone module with perpetual license	Yes
	Mapping	It should have automatic mapping, line joining polygon creation along with attribute, polygon creation along with attribute, point plot along with different symbol according to field survey code
	Facility of Transformation of data from reference system to another	Yes
	Volume Computation Facility	Yes
	Methods for traverse adjustment	Least Square,Bowditch,Transit,Crandalla's,Others
	3D Visualization	Yes
Software Requirements	Software should also have facility to download data from GPS/ DGPS/ Total station	Yes
	Data Management	Data format should be fully compatable to GPS/DGPS facility to convert them to ASCII format on any other user defined format (Excel, CSV, Notepad),Co-ordinate System: The ETS Instrument must have capability to collect data in user defined co-ordinate system (like, spherical, UTM/Lat/Long co-ordinate system) with user defined ellipsoid and map projection and 100% compatibility with DGPS/GPS
Hardware Requirements	Operating system of the ETS	Window EC7
	Communication Interface	RS 232,USB device,Bluetooth,WLAN
Other Conditions	Warranty from the date of installation	12 month
	Comprehensive Annual Maintenance Contract (With Spares)	4
Environmental Conditions	Operating Temperature,degree Celsius	-20 to +50 Deg C
	Storage Temperature,degree Celsius	-40 to +70 Deg C
Generic	Certification, if any else write NA	NA
	Weight	4.9 kilogram
Test Reports	Name and Address of Lab	Eurofins, Germany
	Type approval and calibration from NABL/ILAC/Govt Laboratory	Yes
	Type Test Certificate number and Date	SCS0079:31-01-2018
खरीदार परिभाषित अतिरिक्त विशिष्टता के लिए Buyer Defined Additional Specification for LEICA Manual Total Station Survey Instrument (Coal India)		
विनिर्देश Specification		मूल्य Value
1) Software should be capable of handling point cloud data 2) Angle Measurement(Horizontal & Vertical) 3) Distance Measurement with Prism 4)Distance Measurement without prism		1) Greater than and equal to 100000 2) a) Display Resolution(Least count)-0.1 sec to max 1 sec b)Standard Deviation(Accuracy)-1 sec or less 3)i) with single circular prism-3000m or more ii) Distance measuring accuracy-(+ -(2mm+2ppm)XD or better 4)i)without prism or refractorless-1000 m or more ii) distance measurement accuracy-(+ -(5mm+2ppm)XD or better(less measuring range in underground atmospheric condition will be accepted)
5) Magnification of telescope 6) Display 6)		5) 30X or better 6)VGA or better true graphic color display with touch screen*(optional*)& illumination, both side display(preferably identical) of detail map including point, line and polygon features measured during field survey with facility to

7) Keyboard 8) Dual axis compensator	zoom in and out 7) Alphanumeric keyboard with functional keys and user defined hotkeys, keyboards on both side(preferably identical) with hotkeys on one side 8) +/-4'or better with compensator setting accuracy of 1"(sec) or better
9) shortest sighting distance 10) Bulls eye bubble 11)Electronic bubble 12) working area temp/dustproof tolerance	9) 2 mtr or less 10) 6/2mm or better 11 2" or better 12) 5 deg to 50 deg centigrade & IP 55 or better
13)Plummet(Instrument & Tribrach) 14) warranty 15) Drive(Horizontal & vertical)	13) Inbuilt laser plummet and optical plummet with magnification 2x or better fitted in the tribrach 14) 3 years warranty from date of installation 15) 360 deg Endless
16) Data Storage 17) survey & mapping software 18) Contouring – labeling may be read as Levelling 19) Quick battery charger may be read as QUICK BATTERY CHARGER	16) Instrument must have facility of Internal Memory- 2GB & also to store data on nonvolatile media like SD card/USB of 4 GB or more 17) must have computation, input-output, Adjustment, Transformation, Modelling, Volume computation, Profile, Contouring, Interpolation ,Cross-section and long section, CAD, Data import/export, 3D/Graphic view modules

शुद्धिपत्र Corrigendum 1. तक बढ़ाया गया Extended Upto : 2024-11-21 11:00:00 2. तक बढ़ाया गया Extended Upto : 2024-11-25 11:00:00 3. तक बढ़ाया गया Extended Upto : 2024-12-06 11:00:00 ईपीबीजी विवरण ePBG Detail	
सलाहकार बैंक Advisory Bank :	State Bank of India
ईपीबीजी 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
<p>1. General Terms and Conditions-</p> <p>1.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.</p> <p>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</p> <p>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.</p> <p>2. Buyer Added Bid Specific Terms and Conditions-</p> <p>2.1 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:</p> <p>i) The Seller fails to comply with any material term of the Contract.</p> <p>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.</p> <p>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.</p> <p>iv) The Seller becomes bankrupt or goes into liquidation.</p> <p>v) The Seller makes a general assignment for the benefit of creditors.</p> <p>vi) A receiver is appointed for any substantial property owned by the Seller.</p> <p>vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.</p> <p>2.2 Generic. 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.</p> <p>2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.</p> <p>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.</p> <p>2.3 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</p> <p>2.4 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.</p> <p>2.5 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</p> <p>2.6 Generic Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.</p> <p>2.7 Generic The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price:</p> <p>A. WOODEN TELESCOPIC TRIPOD: 3, B. TRIBRACH FOR LASER PLUMMET: 1, C. TRIBRACH WITH OPTICAL PLUMMET: 3, D. CIRCULAR PRISM: 3, E. TELESCOPIC PRISM POLE EXTENDER TO 2.15 M : 3, F. PRISM CARRIER: 2, G. RECHARGABLE PLUG IN BATTERY (5-8 HOURS MIN):2, H. INTELLIGENT CHARGER WITH ADAPTERS AND CABLES: 1, I. MEMORY CARD OR USB DRIVE 4GB OR MORE: 2, J. DATA CABLE AND SOFTWARE: 1, K. USER MANUAL: 1, L. BIPOD/POLE STAND: 1, M. SINGLE POLE: 2, N. INSTRUMENT COVER, CASE FOR ACCESSORY</p>

ES: 1

2.8 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.

2.9 Certificates:

To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid):

APPROVAL AND CALIBRATION FROM NABL/ILAC/GOVT. LABORATORY

2.10 Scope of Supply:

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

2.11 Warranty:

Warranty period of the supplied products shall be 3 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.

2.12 Warranty:

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 15 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

2.13 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:
HOD SURVEY, BCCL or his authorised representative

2.14 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.

2.15 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.

2.16 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

0. The supplier must provide the following documents at the time of supply,

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 Authorization certificate (if any).

v. Manufacturer's Test & Inspection certificate (if any).

1. Other terms w.r.t Scope of supply

i. The hardware's, software, and other accessories should match with each other as a package. Items of other manufacturers, if any, may be quoted if such items are not manufactured by the OEM of ETS, with authorization certificates of the OEMs/Dealers/Resellers of such items.

tems. The OEM of ETS will recommend such items for use with the ETS to be supplied. (Documents to be uploaded by the OEM (ETS):- a compatibility certificate, a certificate that the items quoted other than the ETS are not manufactured by them but compatible for use).

ii. All the items will be quoted and supplied by a single supplier who will either be the OEM of ETS or its authorized representative. The responsibility of the supplier will include total installation and commissioning of the equipment supplied, integration of the hardware and software supplied and training on it to BCCL personnel.

iii. The bidder will ensure after sales service including timely availability of spares even after completion of warranty period till the life of equipment (i.e 7 years or more).

iv. The software, if upgraded by the principal supplier during warranty period shall be upgraded without any additional payment. A guarantee for the same shall be provided with the bid. (Documents to be uploaded)

v. If the bidder feels that some additional items may be needed for trouble-free integration and operation of the hardware and software supplied, such items should also be offered in addition to the identified items in the NIT, with adequate justification and remarks. (Documents to be uploaded. - if required)

2. 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.

3. Pre-Contract Integrity Pact: The bidders will have to upload along with their offer, digitally signed Pre-Contract Integrity 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 ,

SI	Name of IEM	Address	e-Mail ID
1	Shri Arvind Kumar Kadyan, I DAS(Retd.),	B-211, PaschimViha r, 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

In the event of any dispute between the management and the bidder relating to this Bid/thereafter contract (where Integrity Pact is applicable), in case, both the parties are agreeable , they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. The fees/expenses on dispute resolution shall be equally shared by both the parties.

4. Training: The supplier has to provide free training to the users (Theoretical & Practical) (i) Place of Training will be at Dhanbad (ii) 24 no. of persons to be trained (iii) 7 of days of Training. Acceptance of this to be submitted with bid.

5. Commissioning Report: The installation/commissioning report will be issued to the supplier only after successful field demonstration of supplied equipment in BCCL.

6. Eligibility Criteria: 1. Only Manufacturer of the tendered item are eligible to quote. In case Principal Manufacturer is not quoting directly as a matter of policy, they may issue Tender specific authorization to their Indian Authorized- Dealer/ Distributor. In such cases, Bidder has to submit Authorization Certificate issued by their Principal Manufacturer, valid as on date of tender opening. 2. In a tender, either the Indian Dealer /Distributor on behalf of the Principal or Principal itself can bid but both cannot bid simultaneously for the same item/product in the same tender. 3. If a Dealer/ Distributor submits bid on behalf of the Principal, the same Dealer / Distributor shall not submit a bid on behalf of another Principal in the same tender for the same item/product. 4. One manufacturer can authorize only one selling Dealer / Distributor against the same item in one tender. 5. Any Statutory document confirming the Manufacturer status of the Principal Manufacturer.

7. Provenness criteria: Provenness criteria shall be as under: The equipment offered by the tenderer shall be considered proven provided the quoted model or similar equipment, as defined below, must have been supplied by the bidder in India to mining industry and /or to the other Industries (Private or Government/ Public sector Undertaking) and performed satisfactorily for a minimum period of one year from the date of commissioning (window period). The performance of only those equipment would be considered for assessing provenness which have been commissioned 1 year prior to the date of opening of tender but not prior to 5 years from the date of opening of tender. Relevant PO copies need to be submitted along with offer for compliance of above. "Satisfactory performance" means the supplied equipment must have achieved the guaranteed annual availability. If any, as per the performance guarantee clause of the supply orders/contracts for a minimum period of one year from the date of commissioning. In case supply orders/contracts do not have provision for guaranteed annual availability, the bidder will submit satisfactory performance report issued by end users as per benchmark regarding performance of equipment, if any, incorporated in the supply order/contract against which these equipment were supplied.

In case, the performance reports of the end users is not available, the bidder shall submit self-certification claiming satisfactory performance of the equipment supplied. Format: "The items covered in the purchased orders/rate contracts copies enclosed with our offer have been fully executed and have performed satisfactorily as per the provisions of respective purchase orders/rate contracts and all the complaints/claims lodged by the purchasers, if any, have been attended to and no complaints/claims are pending." The authenticity of the self-certificate as well as other documents submitted/uploaded by the bidder will solely be their responsibility and appropriate action will be taken by CIL/subsidiary Company if it is subsequently found to be misleading /false/forged.

"Similar equipment" shall be such equipment which fulfils following:-

- a) Performs almost identical operation as quoted model.
- b) Should be equal to or higher than the tendered capacity.
- c) Uses subcomponents, sub-systems and major assemblies of substantially similar design and construction to the model quoted- only ratings/specification may differ (lower or higher).

(B) 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 companies/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 quoted items or
- a valid DGMS Approval certificate for the quoted items or
- Proven Ancillary certificate issued by BCCL for the quoted items.

OR

if bidders have submitted documents to prove the Startup/MSE status for the tendered item without certificate towards quality, assurance and capability from some authority like MSME, N SIIC, 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 document(s)/certificate(s) valid on the date of supply, must accompany their bill(s) (Proforma attached in buyer added bid specific ATC document)

CRITERIA FOR CONSIDERING SIMILAR EQUIPMENT FOR PERFORMANCE: If the bidder claims provenness of the quoted model based on similar equipment as per sub clause- "Similar equipment" above, then the similar equipment should have performed satisfactorily for a minimum period of three (03) years from the date of commissioning along with satisfactory performance of quoted model for a minimum period of one (01) year from the date of commissioning within the window period as indicated above.

8 Documents to be submitted by bidders who have submitted EMD in form 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.

9. Performance Bank Guarantee: i) 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 obtaining the following: i). 'No Claim Certificate' from the concerned HOD (User Dept.) indicating that there is no claim pending. ii). 'No Claim Certificate' from the supplier indicating that there is no claim pending and that there is no dispute pending as per Annexure2. The PBG will be submitted through Structured Financial Management System (S FMS). 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	

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.

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.

Annexure-E
(Performance Bank Guarantee Format)

M/s. Bharat Coking Coal Ltd.
Koyla Bhawan
Koyla Nagar
Dhanbad - 826005

Re : Bank Guarantee in respect of Notification of Award/Purchase order vide no.....dated... between (Name of Purchaser Company) and (Name of Supplier Company)

Messers a Company Firm having its office at No. (hereinafter called the Contractor) has received the Notification of Award/Purchase order vide nodated (hereinafter called 'the said agreement') with Coal India Limited , Kolkata on behalf of Bharat Coking Coal Limited /Purchaser Company (hereinafter called 'the Company') to supplystores/materials amounting to Rs on the terms and conditions contained in the said agreement.

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) 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 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 theday 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..... 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 forb

ear 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) who has signed it on behalf of the Bank has authority to do so.

Dated this.....Day of.....20....

Place.....
son

Signature of the authorized person

For and on behalf of the Bank

Annexure-F

(PROFORMA FOR EQUIPMENT AND QUALITY CONTROL FOR MSE BIDDER)

Reference: CIL/Subsidiary Co. _____ Tender No. _____
Date _____ for supply of _____

1. Name and Address of the Firm
2. (a) Telephone No. office/factory/works
(b) Fax No. / E-mail ID
3. Location of manufacturing works/factories owned by the firm (documentary evidence of ownership must be produced).
4. Brief description of the factory (i.e. area covered accommodation, Department into which it is divided, laboratory etc.)
5. Details of plant and machinery erected and functioning in each department (monographs and description pamphlets) be supplied if available.
6. Whether the process of manufacture in the factory is carried out with the aid of power or without it.
7. Process Flow Chart for the whole manufacturing process of the tendered item.
8. Details and stocks of raw materials held.
9. Production capacity of items quoted for with the existing plants and machinery
 - (a) Normal
 - (b) Maximum
10. Details of Quality Assurance Plan and Quality Control infrastructure such as laboratories etc.
11. (a) Details of technical supervisory staff in-charge of production and quality control
.
 - (b) Skilled labour employed.
 - (c) Unskilled labour employed
 - (d) Maximum number of workers (skilled and unskilled) employed on any day during 18 months preceding the date of application.
12. Whether stores were tested to any standard specification, if so, copies of original test certificate should be submitted in duplicate.

.....
(Signature of Tenderer)

NB: Details against Sl. no. 5 to 12 need be restricted to the extent they pertain to the items

Annexure-G
(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: _____

2.17 Buyer Added Bid Specific ATC:

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

2.18 OEM:

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

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

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