

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687783310609

अनुबंध तिथि | Generated Date : 23-Apr-2026

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2025/B/6410751](#)

खरीद का माध्यम | Procurement Mode: BID/RA

अनुसूची नाम | Schedule Name: Schedule 1

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रकार 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 Manager7 संपर्क नंबर Contact No. : 93046-67643- ईमेल आईडी Email ID : nikhil.praakash@nic.in जीएसटीआईएन GSTIN : - 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 वित्तीय अनुमोदन का पदनाम Designation of Financial Approval: GM(MM)/HOD	Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : Senior Manager ईमेल आईडी Email ID : pay8.bccl.dhn@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 : FF2D180000097241 कंपनी का नाम Company Name : GALAXY DIGITAL संपर्क नंबर Contact No. : 09981949980 ईमेल आईडी Email ID : galaxy.bpl4@gmail.com पता Address : E-5/1, Ajay tower, Arera commercial complex bittan market, opp habibganj police station, Bhopal, MADHYA PRADESH-462016, - एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-MP-10-0047018 जीएसटीआईएन GSTIN: 23AAQPT4171P1ZX (B), (R)
खरीदार द्वारा मूल्यांकित एमआईआई स्थिति MII Status as evaluated by buyer : Not 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 : Female

*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

#	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 : Whirlpool Cooling Only 1.5 Ton 5 Star (ISEER value from >=5 to <=5.5) Inverter AC - Variable Speed Wall Mount Split AC ब्रांड Brand : Whirlpool ब्रांड प्रकार Brand Type : Registered Brand कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : OEM verified Reseller श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : Split Air Conditioner Including चतुर्थांश Green AC, Wall Mount Type (V2) (Q2) मॉडल Model: Whirlpool 1.5T 5 Star AC S Or Equivalent एचएसएन कोड HSN Code: HSN not specified by seller उद्गम देश Country Of Origin: India	15	pieces	33,475	NA	502,125
कुल ऑर्डर मूल्य Total Order Value (in INR)						502,125

परोषिती विवरण | Consignee Detail

क्र.सं. S.No	परोषिती Consignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	दिनांक के बाद डिलीवरी शुरू करना है Delivery Start After	वितरण पूरा कब तक करना है Delivery To Be Completed By
1	पद Designation :- ईमेल आईडी Email ID : girish.kumar99@nic.in संपर्क Contact : 85800-25134- जीएसटीआईएन GSTIN : 20AAACB7934MFZB पता Address : Depot Officer, Central Store, Ekra, BCCL, Post Office- BANSJORA, Dhanbad, Jharkhand-828101., Dhanbad, JHARKHAND-828101, India	Whirlpool Cooling Only 1.5 Ton 5 Star (ISEER value from >=5 to <=5.5) Inverter AC - Variable Speed Wall Mount Split AC	-	15	23-Apr-2026	23-May-2026

Product Specification for Whirlpool Cooling Only 1.5 Ton 5 Star (ISEER value from >=5 to <=5.5) Inverter AC - Variable Speed Wall Mount Split AC

विनिर्देश Specification	उप-विनिर्देश Sub-Spec	मूल्य Value
Description/Application	Description	Split Air Conditioner Including Green AC, Wall Mount Type
	Application	A Split air conditioner is used for cooling (cooling and dehumidification during cooling mode) or cooling & heating (cooling and dehumidification during cooling mode, and heating during heating mode) in offices etc areas.
Generic	Classification By Function	Cooling Only
	Nominal Marketing Cooling Capacity (in Ton) {Hint: 1 Ton= 3000 Kcal/Hr, Tolerance +/-10%}	1.5 Ton
	Nominal Cooling Capacity (in Watt) {Hint: 0.8 Ton = 2531-3094, 1 Ton = 3165-3870, 1.5 Ton = 4750-5800, 1.8 Ton = 5801-6330, 2.0 Ton = 6331-7736, 2.5 Ton = 7913-9670}	4750-5800
	Star Rating (ISEER value range)	5 Star (ISEER value from >=5 to <=5.5)
	Compressor Type as per BEE Star Rating Label	Inverter AC - Variable Speed
	Heating Capacity (in watts)	NA for Cooling only
Seller Declared Value	Material of Evaporator & Condenser	Copper
	Material of Air Filter (on indoor Unit)	Synthetic Fiber
	Reusable Air Filter	Yes
	Actual ISEER Value as per BEE Star Rating Label	5.19
	Cooling Capacity (100%) as per BEE Star Rating Label (in Watt)	4700
	Other Equivalent/Better Alternate Models Offered against offered (bid) models (hint: it is applicable in case of bid only)	41464
Refrigerants	Eco-friendly Refrigerant	Yes
	Refrigerant Global Warming Potential (GWP)	675 (For R 32)
	Refrigerant Ozone Depletion Potential is Zero	Yes
Green AC Related Environment Friendly Requirement	Compliance to Green AC related environmental friendly features complied	No
	Salient Features of Green AC	Not Applicable for Regular AC
Features/Accessories	Salient Features/Remote Control Features	Turbo Mode, Dehumidification Mode, Power Saving Mode, Auto Clean Mode, Self Diagnosis Mode, Quiet Mode, Dry Mode, Cool Mode, Fan Mode, Air Swing, Timer, Sleep Mode, Auto Off, Fan Speed Control, Power (On-Off), Temperature Up/Down
	Salient Accessories	1 m (PVC Insulated sheathed cables as per IS:694), 3 m Refrigerant Copper pipe set + connecting cable (Installation Kit), Remote, User Manual, Warranty card
	Other Features	NA
Warranty/Service	Comprehensive Warranty on Air Conditioner/Machine (in years)	1
	Warranty on Compressor (in years)	10
	Optional Warranty on PCB	5 years
	Installation/Commissioning	With Free Standard Installation Commissioning
	Number of free services during the Comprehensive Warranty on Air Conditioner/Machine	2 services per year
	Turn Around Time (TAT) After Sales Service Calls	48 hours for Capital Cities (State Capitals)/72 hours for District place (Municipal Corporation Cities)/120 hours for Rural (Gram Panchayat)

	Other Services Provided (Inclusive in the scope of supply)	24*7 Customer Online Service,Demonstration of features & functioning and setting-up of split air conditioner at consignees place
Buyer Specific Requirement	Optional Accessories/Work Required (inclusive in the scope of supply)	Suitable Wall Mount Stand for Outdoor Unit,Uninstallation of Existing AC,NA
	Optional Extended Comprehensive Warranty on Air Conditioner/Machine Effective After Standard Warranty (inclusive in the scope of supply) (in years)	2 years,4 years,NA
	Additional Requirement	NA
Certifications	Mandatory compliance / conformity to relevant ISS	As per IS 1391 (Part 2)-Latest and as per Gazette Notification no. S.O. 3897(E) dated,29th October 2019 and as per BEE Notification dated 19th April 2022
	Latest version of STC for the product category has been seen, understood and agreed	Yes
	Type of lab which carried out test of complete product to prove the conformity of product as per governing specification	Certificate of Govt. Lab/NABL/ILAC accredited
	Copies of test reports/certificates and other certifications to be furnished to buyer on demand at time of supplies	Yes

उत्पाद का बीआईएस लाइसेंस | BIS license of the product: 8300139508

टिप्पणी | Note: Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:

1. Applicable Drawing Document	mkp.gem.gov.in/uploaded_documents/cms/tp/home_dist_heat_cool_sp68467653/51/16/877/CategorySc hema/gem_dgsnd_drawing_document/2024/6/26/stc_-version_2-_split_air_conditioner_including_gre_2024-06-26-16-57-37_efdc88d6a009d5c093d94097cf97cbc4.pdf
2. Applicable Specification Document	mkp.gem.gov.in/uploaded_documents/cms/tp/home_dist_heat_cool_sp68467653/51/16/877/CategorySc hema/qr_spcn_document/2024/5/1/green_room_air_conditioner_specifications_-draft_d_2024-05-01-11-50-44_6dc927f8627fd0e694ecf3e91a001743.pdf
3. Verified and Signed Tp document	mkp.gem.gov.in/uploaded_documents/cms/tp/home_dist_heat_cool_sp68467653/51/16/877/CategorySc hema/tp_document/2024/5/1/requirements_for_oem_status_against_the_category_-_2024-05-01-12-38-10_42eb1899ef2d07820095ebe48910a901.pdf

तकनीकी-वाणिज्यिक स्पष्टीकरण | Techno-Commercial Clarification : [Click here to download](#)

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

1. Special terms and conditions- Version:3 effective from 21-02-2025

1.1 (I) As per latest Version of STC document "STC- Split Air Conditioner Including Green AC, Wall Mount Type (V2)" available at the time of bid creation.

(II) BEE Star Rating (Central Ministries/ Departments while procuring shall ensure that the items carry 5 star or higher Star Rating of BEE)

Hint: Central Ministries/ Departments while procuring electrical appliances notified by Department of Expenditure (DoE) shall ensure that they carry the notified threshold or higher Star Rating of Bureau of Energy Efficiency (BEE). In this regard, DoE OM No.26/6/2012-PPD dated 21.01.2013 may also be seen by the buyer from the below link.

https://doe.gov.in/files/circulars_document/OM_energy_ElecAppl.pdf

2. General Terms and Conditions-

2.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.

2.2 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

2.3 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.

3. Buyer Added Bid Specific Terms and Conditions-

3.1 *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.

3.2 *Scope of Supply*

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

3.3 *Service & Support*

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

3.4 *Service & Support*

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

3.5 *Service & Support*

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

3.6 *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):

Not Applicable

Post Receipt Inspection at consignee site before acceptance of stores:

GM (E&M)/Ic or his representative

3.7 *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.

3.8 *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.

3.9 *Generic*

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

3.10 *Generic*

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

3.11 *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.

3.12 *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.

3.13 *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.

3.14 *Generic*

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

3.15 *Generic*

Experience Criteria: The Bidder or its OEM (themselves or through reseller(s)) should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for 1 year before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

3.16 *Buyer Added Bid Specific ATC:*

Buyer Added text based ATC clauses

Additional terms of Bid

L. Security Deposit,

The Security Deposit shall be for 5% of total contract value . Security Deposit is to be submitted by bidders in e-PBG format of GeM as Security Deposit. The SD shall remain valid till 3 months after the completion of delivery period(30 days) from the date of issue of Ge M Contract.

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 30days after completion of supplies and acceptance of material by the consignee in case of supply contractor 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 nd 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).

2. Performance Bank Guarantee for 12 months Warranty period:

Apart from 5 % e-PBG(SDBG) as per GeM format (which is towards security Deposit) and , the successful bidder shall be required to furnish performance bank Guarantee for 12 months Warrantee, 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 15(12+3) months for 12 months warranty.
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 12 months warranty period (Date calculated from date of installation & commissioning).
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:

- i. 'No Claim Certificate' from the concerned HOD (User Dept.) indicating that there is no claim pending.
- ii. 'No Claim Certificate' from the contractor indicating that there is no claim pending and that there is no dispute pending as per Annexure-B.

7. The PBG(Annexure A) 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.
11. 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.

3. Relaxation for MSEs and Start-ups

if the bidders in their offer will submit documents to prove the Startup/MSE status for the tendered item without certificate towards quality, assurance and capability from some authority like MSME, NSIC, etc., the TIA, if needed, may assess the techno-commercial capability of the vendors to manufacture and deliver goods as per the prescribed quality and technical specification before awarding contract to them. For this purpose, a 'Proforma for Equipment and Quality Control' (as per Annexure-C) has to be enclosed in the tender documents and

d such MSEs/ Startups should be asked to submit the details of plant & machinery, quality control arrangements, etc., in the above proforma along with their bids for verification of their technical capability. After opening of bids, the verification of technical capability may be done by the concerned Technical Department immediately without any undue delay so that it is available for consideration at the time of evaluation/ processing of offers.

It should be ensured that the designated technical authority from whom the technical capability report is being called, is furnished with copy of the enquiry, the details of equipment, quality control, man-power availability, compliance/ deviation statements and any other relevant particulars related to manufacturing/supply of the item as furnished by the firm(s) along with their tender.

If required, a techno-commercial team of the organization may visit the manufacturing unit of the vendor without any undue delay for quick finalization of tenders.

In case there is deficiency in technical capability of the firm, the same is to be communicated to them by TIA for improvement in the quality of their product for future tenders and clearly indicating that their offer cannot be considered for relaxation against the tender in question in order to avoid any future complications. The issues relating to Technical capability may be decided by the Head of the Technical Department.

If favourable technical capability reports obtained earlier on such firms for supply of the item in question as per the required specification is available, these may be considered for granting relaxation to the criteria of prior experience and prior turnover provided date of such reports are not more than one year from the date of opening of bids.

If bidders have submitted documents to prove the Startup/MSE status for the tendered items and their products are ISI marked/DGMS approved/Proven in CIL or its Subsidiary companies/Proven product of the ancillary unit of a Subsidiary Company of CIL, they will be required to submit the following applicable related documents, digitally signed (for documents submitted on e-procurement portal) / self-certified (for documents submitted in modes other than e-procurement portal), 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 the Subsidiary Companies for the quoted items.

The document(s)/certificate(s) furnished by the bidders for ISI markings or DGMS approval or any relaxation should be valid on the date of tender opening and a self-certified copy of such document(s)/certificate(s) valid on the date of supply, must accompany their bill(s).

4. 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 four 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
- iv. C2F0 Factoring Solutions Pvt Ltd, website-www.c2treds.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.

5. Provenness criteria

The bidder or its OEM (themselves or through reseller(s)) should have regularly, manufactured and supplied same or similar Category Products to any Central/state Govt Organization/ PSU for 1 year before the bid opening date. Copies of relevant contracts to be submitted along with the bid in support of having supplied some quantities during each of the year. In case of bunch bids, the primary product having the highest value should meet this criterion.

6. OEM authorization shall be submitted with the bid number.

7. Following document will be the part of GeM Bid to be provided by supplier 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 Test & Inspection certificate (if any).

8. Primary Product Category

Primary product for schedule 1 is Split Air Conditioner Including Green AC, Wall Mount Type (V2) **Primary product for schedule 2 is** Unitary Air Conditioner (Window AC) (V2) As Per IS 1391 (Part 1)

9. Submit MII certificate **mentioning exact class, exact value of local content and exact site of value addition in the format given below**

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:

Annexure A
(Performance Bank Guarantee Format)

M/s. Bharat Coking Coal Ltd.
KoylaBhawan
KoylaNagar
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 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) 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 B

**(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 (CIL or Subsidiary). 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: _____

Annexure C

(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

This annexure is to be filled by MSE bidders & to be uploaded in pdf format in offer documents.

3.17 Buyer Added Bid Specific ATC:

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

Note:

1. Sellers are required to raise invoices online as per the contract terms on GeM portal. Timely invoice submission is mandatory for compliances, smooth payment processing, and will also contribute to improving their ratings.

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.