

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687751798800

अनुबंध तिथि | Generated Date : 12-Mar-2026

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2025/B/6724461](#)

खरीद का माध्यम | Procurement Mode: BID/RA

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 Manager1 संपर्क नंबर   Contact No. : - ईमेल आईडी   Email ID : anils.yadav@nic.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: CFD, BCCL	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 :	3021180000117799
कंपनी का नाम   Company Name :	BEML LIMITED
संपर्क नंबर   Contact No. :	09900046586
ईमेल आईडी   Email ID :	mmd@beml.co.in
पता   Address :	23/1,4TH MAIN ROAD,SAMPANGIRAM NAGAR, BANGALORE, Karnataka-560027, -
एमएसएमई पंजीकरण संख्या   MSME Registration number :	-
जीएसटीआईएन   GSTIN:	18AAACB8433D2ZW (B) , 29AAACB8433D1ZU (M) , (R) , 22AAACB8433D1Z8 (G) , 29AAACB8433D1ZU (M) , 21AAACB8433D1ZA (G) , 01AAACB8433D1ZC (B) , 36AAACB8433D1ZZ (B) , 29AAACB8433D1ZU (B) , 19AAACB8433D1ZV (B) , 08AAACB8433D1ZY (B) , 33AAACB8433D1Z5 (B) , 23AAACB8433D1Z6 (B) , 27AAACB8433D1ZY (B) , 38AAACB8433D1ZV (B) , 32AAACB8433D1Z7 (M) , 07AAACB8433D2ZZ (B) , 20AAACB8433D1ZC (B) , 27AAACB8433D1ZY (G) , 20AAACB8433D1ZC (B) , 29AAACB8433D1ZU (M) , (B)

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

\*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 : BEML LIMITED Crawler hydraulic excavator with 650 hp engine and 5 cubic meter cubic meter bucket capacity ब्रांड   Brand : BEML LIMITED ब्रांड प्रकार   Brand Type : Registered Brand कैटलॉग की स्थिति   Catalogue Status: OEM verified catalogue कैसे बेचा जा रहा है   Selling As : OEM श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : Crawler Hydraulic Excavator (V2) (Q2) मॉडल   Model: BE1000-1 एचएसएन कोड   HSN Code: 84291120 उद्गम देश   Country Of Origin: India	2	pieces	140,783,641.78	NA	281,567,283.56
कुल ऑर्डर मूल्य   Total Order Value (in INR)						281,567,283.56

परोक्षी विवरण | Consignee Detail

क्र.सं.   S.No	परोक्षिती   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 : johnson.besra@nic.in संपर्क   Contact : 84285-63903- जीएसटीआईएन   GSTIN : 20AAACB7934MFZB पता   Address : Regional Store, Sinidih, Govindpur, Area-3, BCCL, Post-Tundu, Dhanbad, Pincode-828128., Dhanbad, JHARKHAND-828128, India	BEML LIMITED Crawler hydraulic excavator with 650 hp engine and 5 cubic meter cubic meter bucket capacity	-	1	12-Mar-2026	06-Oct-2026
2	पद   Designation : - ईमेल आईडी   Email ID : shubham.lawaniya@nic.in संपर्क   Contact : 62876-98739- जीएसटीआईएन   GSTIN : 20AAACB7934MFZB पता   Address : BCCL, Kusunda Area, Post: Kusunda, Dhanbad, JHARKHAND-828116, India	BEML LIMITED Crawler hydraulic excavator with 650 hp engine and 5 cubic meter cubic meter bucket capacity	-	1	12-Mar-2026	06-Oct-2026

**Product Specification for BEML LIMITED Crawler hydraulic excavator with 650 hp engine and 5 cubic meter cubic meter bucket capacity**

विनिर्देश   Specification	उप-विनिर्देश   Sub-Spec	मूल्य   Value
Certification Parameters	Vehicle certification agency	NA
	Vehicle certification number & date	NA
	Compliance with pollution standards, safety standards of components and road worthiness as per CMVR rules	No
	Availability of test report for the product from Any ILAC/NABL accredited/central government lab to be furnished to buyers on demand	No
	Conforming to ISO 7135 (latest) Earth-moving machinery - Hydraulic excavators	Yes
	IS/ISO 6165 : 2006 Earth moving machinery - basic types - Identification and terms and definitions	Yes
	IS 11114 : 2006 Earth-moving machinery - Definitions of dimensions and codes: Part 2 base machine	Yes
	IS 11114 : 2006 Earth-moving machinery - Definitions of dimensions and codes: Equipment and attachments	Yes
	IS13116 : 2006 Earth-moving machinery -Engine Test Code - Net power	Yes
Generic Parameters	Model	BE1000-1
	Type of the excavator	Crawler
	Electrical system voltage (in volts)	24
	Operating weight	105000 kilogram
	Shipping weight	105000 kilogram
	Bucket capacity (CuM)	5 cubic meter
	Standard boom length	7900 millimeter
	Standard arm length	3400 millimeter
	Ground pressure (kgf/cm2)	1.31
	Fuel tank capacity	1370 liter
	Digging tool used	Bucket
Engine Parameters	Engine manufacturer and model	Cummins QSK19C
	Type of fuel	Diesel
	Type of cycle	4 Stroke
	Engine maximum horsepower (Gross Power) at rated RPM (hp)	650
	Rated RPM for engine maximum horsepower (rpm)	1800
	Max torque at rated RPM (Nm)	2983
	Rated RPM for max torque (rpm)	1500
	Displacement (cc)	19
	Number of cylinders	6
	Engine cooling system	Liquid cooled
	Aspiration	Turbocharged
Overall length	14810 millimeter	

Construction Parameters	Overall width	5108 millimeter
	Overall height	5800 millimeter
	Upper structure ground clearance	1637 millimeter
	Minimum ground clearance	968 millimeter
	Tail swing radius (counterweight)	4870 millimeter
	Backfill blade height	0 millimeter
	Backfill blade width	0 millimeter
	Backfill blade rise above ground	0 millimeter
	Backfill blade dig depth	0 millimeter
	Operator Space	Cabin
	Cabin Instrumental panel with audio and visual indicators	Yes
	Rear view large convex mirror	Yes
	Front screen wiper	Yes
	Service hour meter	Yes
	Complete Instrumentation	Yes
	Electric horn	Yes
	Parking brakes	Yes
	Emergency shut off	Yes
Undercarriage Parameters	Number of carrier rollers on each side	3
	Number of track rollers on each side	8
	Number of shoes on each side	51
	Undercarriage overall width	4610 millimeter
	Undercarriage overall length	6355 millimeter
	Undercarriage overall height	1530 millimeter
	Track shoe width	710 millimeter
	Track gauge with track extended	3900 millimeter
	Track gauge with track retracted	3900 millimeter
	Ground contact area	7.9 square meter
Performance Parameters	Maximum swing speed (Round per minute)	4
	Reach at ground level	13500 millimeter
	Maximum digging depth	7900 millimeter
	Maximum digging Reach	13900 millimeter
	Maximum cutting height	12700 millimeter
	Maximum loading height	8900 millimeter
	Maximum vertical wall digging depth	6200 millimeter
	Travel speed (Km/h)	4
	Gradeability (degree)	70
	Force at bucket curl at the tip / Bucket digging force (KN)	543 kiloNewton
	Stick crowding force / Arm digging force (KN)	407 kiloNewton
	Draw bar pull (KN)	608 kiloNewton
	Tipping load	13000 kilogram
	Fuel consumption for earthwork application (liter/hour)	82
	Warranty time (in Years)	1 year
	Operating hours during warranty period	4000 hour
	Number of free services	2

खरीदार परिभाषित अतिरिक्त विशिष्टता के लिए | Buyer Defined Additional Specification for BEML LIMITED Crawler hydraulic excavator with 650 hp engine and 5 cubic meter cubic meter bucket capacity

विनिर्देश   Specification	मूल्य   Value
Bucket capacity (CuM)	5-6
Technical specification	Refer Technical specification attached in ATC
<b>तकनीकी-वाणिज्यिक स्पष्टीकरण   Techno-Commercial Clarification : <a href="#">Click here to download</a></b>	
<b>शुद्धिपत्र   Corrigendum</b>	
<b>मूल्य द्विभाजन एक्सेल फ़ाइल विवरण   Price Bifurcation Excel File details: <a href="#">BOQ</a></b>	
<b>ईपीबीजी विवरण   ePBG Detail</b>	
सलाहकार बैंक   Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):	5.00
<b>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</b>	
<b>नियम और शर्तें   Terms and Conditions</b>	
<b>1. General Terms and Conditions-</b>	
<p>1.1 This contract is governed by the <a href="#">General Terms and Conditions</a>, 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>	
<b>2. Buyer Added Bid Specific Terms and Conditions-</b>	
<p><b>2.1 Generic</b> 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.</p>	
<p><b>2.2 Generic</b> 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. <a href="#">Click here to view the file</a>.</p>	
<p><b>2.3 Generic</b> 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 %.</p>	
<p><b>2.4 Generic</b> 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><b>2.5 Generic</b> 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><b>2.6 Generic</b></p> <p>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><b>2.7 Scope of Supply:</b> 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)</p>	
<p><b>2.8 Service &amp; Support:</b> Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.</p>	
<p><b>2.9 Service &amp; Support:</b> Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.</p>	
<p><b>2.10 Inspection:</b> Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place</p>	

for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages. When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

**2.11 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.

**2.12 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.

**2.13 Buyer Added Bid Specific ATC:**

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

**2.14 Buyer Added Bid Specific ATC:**

Buyer Added text based ATC clauses

## Annexure-I Instruction to Bidders

### 1. Requirement

We require a total of four units of 5-6 CuM Hydraulic Excavator, each with five years (one-year warranty plus a Four-year guarantee period) guaranteed spares. The bid was structured to indicate separate line item for equipment as well as each year guaranteed spares. Hence, details of schedule, its description & its quantity are as under,

Sl.	Schedule	Description	Qty. (Nos.)
1.	Schedule 1	Diesel Powered Hydraulic Excavator with 5-6 CuM Back-Hoe Bucket	4
2.	Schedule 2	First year spares & consumables for Diesel Powered Hydraulic Excavator with 5-6 CuM Back-Hoe Bucket	4
3.	Schedule 3	Second year spares & consumables for Diesel Powered Hydraulic Excavator with 5-6 CuM Back-Hoe Bucket	4
4.	Schedule 4	Third year spares & consumables for Diesel Powered Hydraulic Excavator with 5-6 CuM Back-Hoe Bucket	4
5.	Schedule 5	Fourth year spares & consumables for Diesel Powered Hydraulic Excavator with 5-6 CuM Back-Hoe Bucket	4
6.	Schedule 6	Fifth year spares & consumables for Diesel Powered Hydraulic Excavator with 5-6 CuM Back-Hoe Bucket	4
	Total		4

Bidders are therefore requested to offer their bids based on the quantity specified in the Bill of Quantities (BOQ), which is four units of each schedule.

2. In respect of Pre-dispatch inspection clause of ATC of this GeM Bid, it shall be noted that before dispatch, the goods will be inspected by Buyer /GM (Excvn.)/HOD or their Authorized Representative only. Before dispatch, the goods shall not be inspected by Nominated External Inspection Agency.
3. Bidders are required to provide list of required spares & consumables mentioning description, part no, quantity per excavator in their offer with unit of measurement against schedule 2 to Schedule 6.

### 4. Submission of price bid and reverse auction

BOQ has been prepared for eight excel sheets as under:

Sl	Line item
1	<b>Complete Supply of equipment along with accessories, consumables, training, installation, commissioning and testing</b>
2	<b>Special tools</b>
3	<b>1<sup>st</sup> year /Warranty period Spares &amp; consumables</b>
4	<b>2<sup>nd</sup> Year Spares &amp; consumables</b>
5	<b>3<sup>rd</sup> Year Spares &amp; consumables</b>
6	<b>4<sup>th</sup> Year Spares &amp; consumables</b>
7	<b>5<sup>th</sup> Year Spares &amp; consumables</b>
8	<b>Price summary</b>

5. As directed by CIL, BCCL shall capitalize GST Input Tax Credit in case of Capital Goods. Accordingly, the financial evaluation of bids in case of goods falling under Capital Expenditure shall be made on landed cost basis inclusive of GST without considering ITC. However, in case of goods falling under Revenue Expenditure, the financial evaluation of bid shall be made on net landed cost basis after deducting ITC (equal to GST amount) from the landed value of the item.

6. In instant case, Equipment, Special Tools and 1<sup>st</sup> year spares are covered under capital expenditure and 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> & 5<sup>th</sup> Year spares come under revenue expenditure. Therefore, L-1 evaluation will be done adding the (i) landed cost of Equipment, Special Tools & 1<sup>st</sup> year spares inclusive of GST without considering ITC and (ii) net landed cum NPV cost of 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> & 5<sup>th</sup> Year spares after deducting ITC (equal to GST amount) from the landed value of the items.

7. There is an excel file named "BoQ" in 'Excel Upload Required' section of the GeM Bid. The excel file consists of 8 sheets. 7 sheets for quoting the prices for the above mentioned item and one consolidated sheet containing the price of equipment & the prices arrived in each of the above last 7 sheets.

8. The Bidder will download the BOQ excel file and enter basic rates and other details as per the requirement of excel sheets.

9. Details of 'BOQ' excel sheet as under,

Sl	BOQ excel Sheet Name	Content details
1	1_Main	<b>In this sheet the bidder will quote FOR destination unit basic price inclusive of all charges, Erection &amp; Commissioning charges &amp; GST rate, for one Equipment.</b>  Total basic price & GST value of special Tools, 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> & 5 <sup>th</sup> Spares & consumables sheet will be indicated automatically in this sheet from the following six sheets.
2	2_Special Tools	<b>In this sheet the bidder will quote FOR destination unit basic price, GST &amp; quantity of each item required for one Equipment.</b>  Total basic price & GST value (unit prices multiplied with the quantity of items) of this sheet will be indicated a

		automatically in '1_Main sheet , of BOQ separately.
3	3_1st Year Spares	<b>In this sheet the bidder will quote FOR destination unit basic price, GST &amp; quantity of each item required for one Equipment.</b>  Total basic price & GST value (unit prices multiplied with the quantity of items) of this sheet will be indicated automatically in '1_Main sheet , of BOQ separately.
4	4_2nd Year Spares	<b>In this sheet the bidder will quote FOR destination unit basic price, GST &amp; quantity of each item required for one Equipment.</b>  Total basic price & GST value (unit prices multiplied with the quantity of items) of this sheet will be indicated automatically in '1_Main sheet , of BOQ separately.
5	5_3rd Year Spares	<b>In this sheet the bidder will quote FOR destination unit basic price, GST &amp; quantity of each item required for one Equipment.</b>  Total basic price & GST value (unit prices multiplied with the quantity of items) of this sheet will be indicated automatically in '1_Main sheet , of BOQ separately.
6	6_4th Year Spares	<b>In this sheet the bidder will quote FOR destination unit basic price, GST &amp; quantity of each item required for one Equipment.</b>  Total basic price & GST value (unit prices multiplied with the quantity of items) of this sheet will be indicated automatically in '1_Main sheet , of BOQ separately.
7	7_5th Year Spares	<b>In this sheet the bidder will quote FOR destination unit basic price, GST &amp; quantity of each item required for one Equipment.</b>  Total basic price & GST value (unit prices multiplied with the quantity of items) of this sheet will be indicated automatically in '1_Main sheet , of BOQ separately.
8	8_Price_Summary	<b>In this sheet, the summary of prices will be automatically displayed.</b>

10. Total bid price for L-1 determination purpose shall be calculated as under,

Sl	Particulars	Unit Price(Rs.)	Cell no.
1	Net Landed Price of the Equipment including GST	A	Schedule1
2	Net Landed Price of the Special Tools including GST	B	
3	Net Landed Price of Spares & Consumables for 1 <sup>st</sup> yearspares & consumables including GST	C	Schedule2
4	NPV of Net Landed Price for all Spares & Consumables for 2 <sup>nd</sup> year spares & consumables deducting Input Tax Credit on GST	D	Schedule3
5	NPV of Net Landed Price for all Spares & Consumables for 3 <sup>rd</sup> year spares & consumables deducting Input Tax Credit on GST	E	Schedule4
6	NPV of Net Landed Price for all Spares & Consumables for 4 <sup>th</sup> year spares & consumables deducting Input Tax Credit on GST	F	Schedule5
7	NPV of Net Landed Price for all Spares & Consumables for 5 <sup>th</sup> year spares & consumables deducting	G	Schedule6

	Input Tax Credit on GST		
8	Total Bid Price for L-1 evaluation	=(A+B+C+D+E+F+G)	

11. Bidders are required to quote their net landed price with NPV for each schedule to be taken from following cells of 1\_Main sheet of BOQ sheet for uploading in GeM Portal against respective schedule,

Sl	Particulars	Schedule	Cell no.
1	Net Landed Price of the Equipment including GST	Schedule1	=N9+N10+ N11
2	Net Landed Price of the Special Tools including GST		
3	Net Landed Price of Spares & Consumables for 1 <sup>st</sup> yearspares & consumables including GST	Schedule2	N12
4	NPV of Net Landed Price for all Spares & Consumables for 2 <sup>nd</sup> year spares & consumables deducting Input Tax Credit on GST	Schedule3	N13
5	NPV of Net Landed Price for all Spares & Consumables for 3 <sup>rd</sup> year spares & consumables deducting Input Tax Credit on GST	Schedule4	N14
6	NPV of Net Landed Price for all Spares & Consumables for 4 <sup>th</sup> year spares & consumables deducting Input Tax Credit on GST	Schedule5	N15
7	NPV of Net Landed Price for all Spares & Consumables for 5 <sup>th</sup> year spares & consumables deducting Input Tax Credit on GST	Schedule5	N16
8	Total Bid Price for L-1 evaluation		N17

12. Total net landed price with NPV for each Equipment for L-1 determination is defined as CONSOLIDATED PRICE in Cell no. N 17 (highlighted in green ) of '1\_Main' Sheet of BOQ.

13. The ranking of the techno-commercially acceptable bids shall be made on the basis of N17 (Total Bid Price for the Equipment and spares & consumables price as above) which will be the sum of N9+N10+N11+N12+N13+N14+N15+N16 or Sum of prices of Schedule1, Schedule2,Schedule3,Schedule4,Schedule5, schedule6.

14. The bidder has to input this CONSOLIDATED PRICE in Cell no. N17 (highlighted in green ) of '1\_Main' Sheet of BOQ as bidder's product unit price in the GeM Bid.

15. Bidders shall convert this BoQ excel sheet dully filled in (after indicating their prices as above) into a pdf format file and upload the same under the file " Financial Documents" at the time of submission of the bid documents. However this pdf format financial document will be revealed only after the opening of the Price bid and it will act as the reference document.

16. Name of Bidder shall not be appeared anywhere in this BOQ excel sheet.

17. A bidder may reduce this CONSOLIDATED PRICE during reverse auction. Rules of reverse auction shall be as built-in rules of GeM.

18. Break up of L1 rates- After reverse auction, the unit basic price of each item of equipment, special tools and year wise spares & consumables along with GST will have to be back calculated to arrive at total post auction price in absolute value without NPV including GST for Equipment, special tools and 5 years spares & consumables as quoted in the original sheet.

19. After RA, the L1 bidder has to work out the price break up of the post auction L1 price in the similar fashion as per original excel sheet and upload the same in GeM portal under respective tab & also email th

e same to [anils.yadav@coalindia.in](mailto:anils.yadav@coalindia.in)/ [shameel.waris@coalindia.in](mailto:shameel.waris@coalindia.in) /[gmmm.bccl@gmail.com](mailto:gmmm.bccl@gmail.com) .

20. In case there is further reduction in price by the L-1 bidder after reverse auction, while updating the reduced price in GeM, the bidder shall also upload the revised price breakup in pdf format in the Financial upload .
21. While working out the revised price break-up, the bidder is not allowed to increase the initial quoted price and increase in the quantity of any component and have to consider the same rate of GST as quoted in the initial price.
22. This sheet shall be attached with GeM Contract along with summary of price break-up.
23. Bidder must indicate all the price elements of Cost which are applicable in their case, as provided in the relevant Price Bid Format.
24. In case any of the Cell in Price Bid Format pertaining to any cost element is left blank or shown as 0.00, then that Element shall be treated as Included in Basic Price/NIL and in case such cost is applicable/payable extra over the Basic Price the same shall be borne by the seller in the event of placement of order.  
However, in case "Basic Price" of Equipment is indicated as 0.00 / Nil, the Bid shall be treated as non-responsive for that item.
25. Bidders are required to indicate the correct details of Item description, HSN Code, Part no. , Unit of measurement, Quantity, GST Rate and Unit rate of items/ spares in respective BOQ sheet.  
  
26. The L-1 status shall be decided by deducting the Input Tax credit on GST in 2nd, 3rd 4th, 5th Year spares price. Therefore, the bidders are to ensure timely and correct filing of their returns. In case of any lapse on the part of the bidder resulting in BCCL being denied of the Input Tax Credit by tax authorities, equivalent amount shall be recovered from the bills of suppliers.
27. If there is any statutory change in GST within contractual delivery period, the same shall be admissible and will be paid at actual based on documentary evidence. However, no upward revision in GST beyond original delivery period shall be admissible unless the delay is due to any lapse on the part of the purchaser.
28. Final contract value will be uploaded by GeM to reflect the absolute value of the complete equipment along with special tools and 5 years spares and consumables ( as provided by the seller/ bidder to buy post RA), as NPV is only to be used for evaluation purpose.
29. While generating the GeM contract, the order value of schedule 1 &2 shall be as quoted by bidder without discounting for NPV. However , order value for schedule 3,4,5&6 shall generated after changing the NPV values (as quoted by firm) to their respective absolute value (as quoted by firm) from backend.
30. The post RA price breakup/revised price breakup to be uploaded by L-1 bidder through GeM portal or through mail which shall become part of contract either in online or in offline mode. A separate addendum to the GeM Contract with details of individual Spares and consumables & other offer details may also be issued off line, if these will not be incorporated in GeM contract by GeM portal.
31. As the supply of Spares and consumables for 2nd year to 5th Year is to be made within the respective year of operation and there is no provision of advance year budget provision in our SAP.
32. The supply, billing and payment shall be dealt either in online or offline mode with/without generating CRAC as per suitable provision available in GeM portal at time of execution(For all schedule if needed).

## **Annexure-II**

(1) Pre-Contract Integrity Pact (Applicable for tender value more than Rs 2 crores)

**The bidders will have to upload duly filled in and signed copy of the Pre-Contract Integrity**

**Pact along with their offer which may be:-**

**i) Either physically signed (duly signed by the bidder along with the name, address & signature of the witnesses at the last page and the scanned copy of the same is to be uploaded)**

**or**

**ii) Digitally signed (using a Digital signature which is an electronic signature used to authenticate the identity of the signer and to ensure that the original content of the document remains**

**unchanged.)**

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, Paschim Vihar, New Delhi - 110063	arvindkadyan17@gmail.com
2	Shri Amrit Luggun, 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 contracts (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.**

(2) Lowest Price Certificate

The Tenderer should submit a certificate along with the offer confirming the prices quoted in the Tender are the lowest and not higher than as applicable to other Govt. Deptts./ Undertakings including other Subsidiaries of CL/ Private Organisations for equipment of same specifications.

(3) Other Documents,

Bidders are required to submit the following documents along with their offer,

- (1) A write up in respect of its organization along with the documents like Certificate of Incorporation/ Registration etc.
- (2) Documentary evidence to establish the fact that they are equipment manufacturer for the offered capacity and type of equipment. Such documentary evidence can be ISO-9001 Certificate, Manufacturing License/ Certificate / Registration issued by the appropriate authorities of the manufacturer's country, Certificate from Chamber of Commerce and Industry of the manufacturer's country etc.
- (3) Audited Profit & Loss Accounts / Abridged Profit & Loss Accounts for the last three financial years from the date of tender opening in case of authorized dealer. If authorized dealer has not completed three financial years from its inception, the Profit & Loss accounts, as available, are to be uploaded.

(4) Payment

(A) For Payment of equipment in Indian Rupees:

- i. 80% value of the equipment and 100% taxes and duties and other charges excluding erection & commissioning charges shall be made within 21 days after receipt and acceptance of materials at site at the consignee's end and acceptance of Performance Bank Guarantee valid till 3 months after the completion of 60 months period from the date of commissioning of all the equipment covered in the contract.
- ii. Balance 20% payment including erection & commissioning charges shall be made after successful completion of erection, testing, commissioning and final acceptance of the equipment (along with the accessories) upon presentation of successful commissioning certificate, signed by the concerned officials of the Project and counter-signed by the Area General Manager and HOD of Excavation Deptt. Of BCCL, where the equipment has been deployed.
- iii. Freight and transit insurance charges shall be paid at actual subject to ceiling of the quoted rates/prices.

(B) Submission of Documents for Payment in Indian Rupees for equipment

For payment for equipment in Indian Rupees, the supplier will submit the following documents along with bills to the paying authority:

- i. Four copies of the Supplier's invoice, Pre-Receipted and Stamped showing Contract Number, Goods description, quantity, unit price, total amount and GST No. of Ultimate Consignee.
- ii. Receipted Challan/ Consignment Note of all the consignments.
- iii. Manufacturer's Test & Inspection Certificate.
- iv. Manufacturer's Warranty /Guarantee Certificate.
- v. Lowest Price Certificate
- vi. Copy of Performance Bank Guarantee
- vii. Documentary evidence for freight and transit insurance charges up to the destination.
- viii. Copy of Certificate of Insurance.
- ix. Any other document(s) required as per contract.

(C) For Payment of spares and consumables for 60 months from the date of commissioning of the equipment in Indian Rupees:

100% value of the supplementary items as per scope of supply and 100% taxes and duties and other charges shall be made within 21 days after receipt and acceptance of materials at consignee's end.

(D) Submission of Documents for Payment in Indian Rupees for spares and consumables as per scope of supply: For payment for Spares and consumables in Indian Rupees, the supplier will submit the following documents along with bills to the paying authority:

- i. Four copies of the Supplier's invoice, Pre-Receipted and Stamped showing Contract Number, Goods description, quantity, unit price, total amount and GST No. of Ultimate Consignee.
- ii. Receipted Challan/ Consignment Note of all the consignments.
- iii. Lowest Price Certificate.
- iv. Any other document(s) required as per contract.

(5) Security Deposit,

a. 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 2 months after the completion of delivery period (208 days) from the date of issue of GeM Contract.

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 or 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 2 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, 2 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 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 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 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

j. Security Deposit in case of procurement of Spare Parts for equipment against Single Tender Enquiry/ Open/Limited Tenders. f. The SDBG will be submitted Through Structured Financial Management System (SFMS).

(6) Performance Bank Guarantee,

**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,**

- i. The successful bidder shall be required to furnish a Performance Guarantee equivalent to 10% value of the contract to cover the warranty/guarantee period. 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 Performance Guarantee shall be for 10% of equipment landed value along with maximum annual landed value of Spares & Consumables.
- ii. The Performance Guarantee shall be in the form of a Bank Guarantee issued by a RBI scheduled bank in India as per given format in Annexure-D on a non-judicial stamp paper.
- iii. The Performance Bank Guarantee (PBG) shall be in the same currency (ies) in which contract has been signed/created. In case of multi-currency contract, separate PBG in respective currency for required values shall be submitted.
- iv. If the contract is for procurement of equipment, the PBG (s) may be submitted equipment wise also. For this purpose, the value of each equipment will be worked out by dividing the total value of contract for a particular item of Bid, worked out as per provisions contained in above point 6.(i), by the number of equipment (04 nos) ordered for that particular item of the Bid.
- v. The PBG(s) shall remain valid till 3 months after the completion of warranty period (i.e.60 months period from the date of commissioning of respective equipment covered in the contract).
- vi. The PBG shall be submitted, sufficiently in advance (say 3-4 weeks) to enable its verification before submission of the invoice for 80% payment of the particular equipment(s).
- vii. The release of the Performance Bank guarantee(s) after above indicated period, shall be subject to satisfactory performance of the equipment/ items during warranty period (i.e.60 months period from the date of commissioning of respective equipment covered in the contract) 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) 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- E.
- viii. In case of procurement of equipment, if the successful tenderer which does not have the After Sales Service Support facilities in India like Depot/ Warehouse for supply of spare parts, Workshop facilities for servicing and repair of assemblies, sub-assemblies and equipment, availability of trained technical manpower etc., training facilities for providing training to CIL's personnel, wherever required, additional Performance Bank Guarantee for the 30% of value defined in point no.6.i of the contract including all taxes, duties and other costs and charges shall have to be submitted. This 30% PBG will be released after establishment of After Sales Service Support facilities in India subject to confirmation of the same by concerned Head of Technical Department.  
However, the supplier shall have to submit PBG for 10% of the total contract value to be kept valid for the remaining period of the contract plus 3 months processing period before release of 30% PBG. This 10% PBG will be released after satisfactory performance of all equipment/ items and fulfilment of contractual obligations including warranty obligations.
- ix. The PBG will be submitted through Structured Financial Management System (SFMS).
- x. 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	

xi. 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.

xii. 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.

(7) Relaxation for MSEs and Start-ups

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, NSIC, etc, the bidder needs to submit Proforma for Equipment and Quality Control' (as per Annexure-F) duly filled along with the bid for assessing the technological capability of the vendors to manufacture and deliver goods as per the prescribed quality and technical specification (attached in Buyer Added Bid Specific ATC – Buyer Added ATC document). 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).

(8) Bidders details: Annexure-C is to be filled by all bidders & to be uploaded in pdf format in offer documents.

(9) MII (Make in India) certificate should contain exact percentage of local content with site(s) of value addition (ANNEXURE-B).

(10) Manufacturer Authorization: Wherever Authorized Distributors/service providers are submitting the bid, bid specific Authorization 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.

(11) Pre Dispatch Inspection provision will be applicable and pre dispatch inspection shall be done by GM (E xcv)/HOD or his authorized representative.

(12) Inspecting Authority: GM (Excavation) I/c or his Authorized Representative.

(13) Erection and Commissioning Period – The supply, erection, and commissioning of the equipment shall be completed within 208 days from the date of placement of order.

However, the erection and commissioning shall be completed within four weeks from the date of acceptance of the supplied equipment, failing which Liquidated Damages (L.D.) shall be applicable as per GeM provisions.

(14) 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.

(15) Delivery of Goods

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The delivery of Goods shall be deemed to take place on delivery of the Goods in accordance with the terms of the contract.

The details of shipping documents to be furnished by the Supplier are specified below:

Upon dispatch of the Goods to the consignee, the Supplier shall notify the Purchaser and Ultimate Consignee,

- 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.

(16) Clarification of Bids/ Shortfall/ Confirmatory Documents: After evaluation of the uploaded documents, shortfall documents, if required, shall be sought from the bidder. For this purpose, maximum 1 chance shall be given. The time period for the clarification will be 7x24hrs given to the bidders to upload these clarifications / shortfall documents. The bidder will upload the requested documents within the specified period and no additional time will be allowed in this regard for on-line submission of documents after the maximum 1 chance, of 7x24 hours duration. If the bidder does not comply or respond by the specified date & time, his tender will be liable to be rejected. The shortfall information/documents shall be sought only in case of historical documents as per GeM provision/rules.

(17) No shortfall documents submitted during the 48-hour challenge/representation period will be accepted.

(18) 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](http://www.rxil.in)
- ii. A-treds Ltd(Invoicemart), website- [www.invoicemart.com](http://www.invoicemart.com)
- iii. Mynd Solutions Pvt.Ltd.(M1 exchange) , website- [www.m1exchange.com](http://www.m1exchange.com)
- iv. C2F0 Factoring Solutions Pvt Ltd, website-[www.c2treds.com](http://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.

**The delivery period stipulated in the Contract/Purchase Order shall be deemed to be the essence of the contract and delivery of the Goods must be completed within the specified period.**

**Annexure-A**  
**(Manufacturer's Authorization Form)**  
**Applicable in case of Indian Subsidiary/Indian Agent of an Indian Manufacturer**

To

Bharat Coking Coal Limited

(A Mini Ratna Company)

Regt. Off: Koyla Bhawan, Koyla Nagar

Dhanbad-826005, India

Dear Sirs,

Sub: GeM Bid No..... Dated.....

1. WHEREAS we, [*name of manufacturer*] who are established and reputable manufacturers of goods having factories at [*address(es) of factory(ies)*] and as a matter of our corporate policy do not supply directly.
2. Do hereby authorize our [*Name & Address of Indian Agent/Indian Subsidiary*] to quote against the subject Tender on our behalf.
3. We certify that the business entity of our Indian Agent/Indian Subsidiary is in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent.
4. We stand guarantee for the quoted item by the above authorised Indian agent/ ~~Indian Office~~/Indian Subsidiary/ **Indian Manufacturing entity** on our behalf and for fulfilment of all contractual obligations during the entire contract period.
5. In the event of failure on the part of our authorized Indian agent/Indian Subsidiary/ **Indian Manufacturing entity** in fulfillment of contractual obligations or change or closure of our authorized agent for any unforeseen reason, we shall take the responsibility to make alternate arrangements to support BCCL as well as execute the remaining period of the contract ourselves or through another competent entity fulfilling the eligibility criteria stipulated in the tender document.
6. We confirm that we shall provide requisite inspection and testing facilities at our works in respect of orders placed on authorized agent.
7. We confirm that letter submitted by the agents for inspection of goods would be accompanied by a certificate from us that the goods offered for inspection as indicated in the letter have been manufactured by us.
- 8. We confirm to ensure the supply of spares & consumables and service support for smooth running of the equipment throughout its life for the equipment throughout its life for the equipment being offered.**

(Signature)

(Name)

(Designation)

(Seal)

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

Note: This letter of authority should be on the letterhead of the Manufacturer.

**(Principal Manufacturer's Declaration Form)**

(Applicable In case of Indian Manufacturing entity of foreign manufacturer)

To

Bharat Coking Coal Limited

(A Mini Ratna Company)

Regt. Off: Koyla Bhawan, Koyla Nagar

Dhanbad-826005, India

Dear Sirs,

Sub: GeM Bid No..... Dated.....

**We (Principal manufacturer) have decided to manufacture (Name and model of the Equipment or range of Equipment) ..... in India. The manufacturing activity shall be taken up by M/s.....having Registered office at (Address) .....in their manufacturing facility at ..... (Address of factory) who have submitted their bid against this tender.**

**In this regard we certify the following:**

- 1. That M/s-----(Name of Bidder)-----is having sufficient infrastructure and vendor base in India in addition to direct support from us to undertake the manufacturing as per our design and specification, quality assurance and testing of the Equipment in their works in India.**
- 2. That the equipment being quoted by M/s .....in this tender No..... shall be manufactured in India.**
- 3. That the equipment along with spares and consumables to be supplied against this tender will have indigenous content of not less than 50% / 20%.**
- 4. We have entered into a technical collaboration agreement/ license agreement with M/s ..... (Name of bidder) for manufacturing of the above equipment (Collaboration Agreement/ license Agreement enclosed).**

**OR (Strike of whichever not applicable)**

**M/s (Bidder) is our Indian Subsidiary/Indian Manufacturing Entity and we have sufficient Managerial control over the (Bidder)\_with respect to the manufacturing, testing & quality control and supply with respect to the quoted Equipment.(Copy of valid Legal Document/ Agreement i.e. MOU, Certificate of Incorporation as subsidiary of Principal Manufacturer to be enclosed for manufacturer quoting under Indian Manufacturing Entity of Principal Manufacturer).**

**5. In the event of failure on the part of Indian Collaborator/Licensee/ Indian Subsidiary/ Indian Manufacturing Entity in fulfilment of contractual obligations or closure of Indian Collaborator/ Licensee/ Indian Subsidiary/ Indian Manufacturing Entity for any unforeseen reason, we shall take the responsibility to make alternate arrangements to support BCCL as well as execute the remaining period of the contract ourselves or through another competent Indian entity fulfilling the eligibility criteria stipulated in the tender document as applicable.**

**6. We undertake for the successful performance of the equipment with the indigenization carried out by the indigenous manufacturer during lifetime of the equipment.**

**7. We confirm to ensure the supply of spares & consumables and service support for smooth running of the equipment throughout its life for the equipment throughout its life for the equipment being offered.**

**8. We confirm our acceptance to be a signatory to the contract in case of acceptance of offer of our Indian Collaborator /Licensee/ Indian Subsidiary/ Indian Manufacturing Entity of Foreign Manufacturer.**

**(Signature)**

**(Name)**

**(Designation)**

**(Seal)**

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

**Note: This letter of authority should be on the letter head of the Manufacturer**

## **ANNEXURE-B**

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

Annexure-C  
(Bidder Details)

I	Details required	Bidder Details
.	Offer no. and Date	
:	Name of the Tenderer	
:	Address of the Tenderer	
:	Phone no. of office	
:	Fax No of office	
:	E-mail id of office	
7	Contact person name & designation	
:	Contact person Mobile no.	
)	Contact person e-mail id	
)	If the tenderer is a Dealer	
1	Name of manufacturer (If the tenderer is not Manufacturer)	
2	Address of the manufacturer	
3	Phone /fax/email id of manufacturer	
4	Nature of company (Govt/PSU/Private Ltd/Public Ltd/Other (please specify))	
5	Ownership (Proprietorship/partnership/other)	
6	Name of the Chief Executive of tenderer / Proprietor	
7	Email id of the Chief Executive of Tenderer / Proprietor	
8	Supply address (from which place and state the materials will be supplied) to be mentioned for equipment items.	
9	Billing address from where billing to be done for tender items.	
0	Type of local supplier (Class-I/Class-II)	
1	% of Local Content for each schedule as a whole as per auditor's certificate	

2	Place of value addition for each schedule as per auditor' certificate	
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This annexure is to be filled by all bidders & to be uploaded in pdf format in offer documents.

**Annexure-D  
(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 no .....dated ..... (hereinafter called 'the said agreement') with Coal India Limited , Kolkata on behalf of Bharat Coking Coal Limited /Purchaser Company (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) 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 the ....day of . . . . . but if the period of agreement is extended either pursuant to the provisions in the said agreement or by mutual agreement between the contractor and the Company the Bank shall renew the period of the guarantee failing which it shall pay to the Company the said sum of Rs..... or such lesser amount out of the said sum of Rs..... as may be due to the Company and as the Company may demand. This guarantee shall remain in force until the dues of the Company in respect

ct 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 of ..... ..20... 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-E**

**(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-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

er 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.**

पुर्जों / उपभोग्य सामग्रियों के लिए प्रस्तावित मूल्य | Price Offered for Spares / Consumables:

[पुर्जों / उपभोग्य सामग्रियों के दस्तावेज़ लिंक के लिए प्रस्तावित मूल्य | Price Offered for Spares / Consumables Document link](#)

Note: 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.