

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687750843206

अनुबंध तिथि | Generated Date : 30-Jan-2026

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2025/B/6418199](#)

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.prakash@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(P),BCCL वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : GM(MM)/HOD,BCCL	Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : Senior Manager ईमेल आईडी Email ID : pay8.bccldhn@gembuyer.in जीएसटीआईएन GSTIN : 20AAACB7934MFZB पता Address: MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India

विक्रेता विवरण Seller Details
जेम विक्रेता आईडी GeM Seller ID : 90AC180000614810 कंपनी का नाम Company Name : MEDICHEM ELECTRONICS संपर्क नंबर Contact No. : 09811139456 ईमेल आईडी Email ID : medichemelectronics@gmail.com पता Address : B-60,Sec-64, Electronic City,Noida,Gautam Budh Nagar, Ghaziabad, UTTAR PRADESH-201301, - एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-UP-28-0043460 जीएसटीआईएन GSTIN: 09AFPPB3580C1ZK (B) , (M) , (R)

खरीदार द्वारा मूल्यांकित एमआईआई स्थिति MII Status as evaluated by buyer : Verified
खरीदार द्वारा सत्यापित एमएसएमई स्थिति MSME Status as verified by buyer : Verified
एमएसएमई सामाजिक श्रेणी MSE Social Category : General
एमएसएमई लिंग श्रेणी MSE Gender : Male

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

वितरण निर्देश | Delivery Instructions : NA

#	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 : MEDILAP Electro Cautery Machine ब्रांड Brand : MEDILAP 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 : Electrocautery Machine (V2) (Q2) मॉडल Model: PROSEAL+ एचएसएन कोड HSN Code: 9018	3	pieces	269,000	NA	807,000
कुल ऑर्डर मूल्य Total Order Value (in INR)						807,000

क्र.सं. S.No	परोक्षिती Consignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	दिलोके के बाद डिलीवरी शुरू करना है Delivery Start	वितरण पूरा कब तक करना है Delivery To Be Completed
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1	पद Designation :- ईमेल आईडी Email ID : surya.sinha@nic.in संपर्क Contact : 0326-2206167-234 जीएसटीआईएन GSTIN : 20AAACB7934MFZB पता Address : Chief Of Medical Services, Central Hospital , PO- Jagjivan Nagar., DHANBAD, JHARKHAND-826003, India	MEDILAP Electro Cautery Machine	-	3	30-Jan-2026	16-Mar-2026

Product Specification for MEDILAP Electro Cautery Machine

विनिर्देश Specification	उप-विनिर्देश Sub-Spec	मूल्य Value
GENERAL FEATURES	Product Description	Electro Cautery Machine
	Purpose	Electrocautery, also known as thermal cautery or electrosurgery, is a procedure that uses a heated electrode to destroy tissue or stop bleeding. It can be used during surgery or as a stand-alone procedure.
PRODUCT INFORMATION	Microprocessor controlled Surgical Generator	Yes
	Type of Output of Electro Surgical Generator	Monopolar and Bipolar outputs designed for all surgical procedures including general surgery, gynecology, minimal invasive surgery, Orthopaedic and Oral surgery
	Machine should be able to monitor changes in tissue impedance continuously and adjusts power	Yes
	Low cut or equivalent mode of the Monopolar Out put	For delicate tissue or Laparoscopic cases having at least power of 200 watts or more
	Pure cut mode of monopolar Out put	For clean, precise cut in general surgery having at least power of 200 W or more
	Blend mode of Monopolar output cutting mode	For clean, precise cut in general surgery having at least power of 40 W or more
	Adjustability of out put power indifferent cut modes	Depending on tissue density by less than 15% or 5 w whichever is greater
	Number of coagulation modes available	4
	Maximum power in coagulation mode	120 W or More
	Number of Bipolar modes available	2
	Maximum power of Bipolar mode	70W or more
	Patient plate monitoring facility	Yes
	Power efficiency	95 or more
	Availability of Advance Cutting modes	For skin incision
	Audio visual alarm and deactivate output Facility if contact between patient and patient plate is not proper	Yes
	Automatic stop facility in case of any error	Yes
	Number of hand switch for monopolar mode	1
	Number of foot switch for monopolar mode	1
	Number of hand switch for Bipolar mode	1
	Number of foot switch for bipolar mode	1
Type of key board for power settings	Touch screen	
Type of Display	LED/LCD/TFT	
Number of segments of display	4	
Display for power	Individual display for Bipolar and Monopolar cut and Monopolar coagulation	
RF leakage current in mA	≤150	
Power supply	230V (+/- 15%) 50Hz	
ACCESSORIES	Availability of trolley with lockable Castor wheel	Yes
	Number of Monopolar Foot Switch Provided	1
	Number of Bipolar Foot Switch provided	1
	Hand Switching Pencil	Reusable,Single use
	Patient plate	Reusable,Single use
	Number of Bipolar forceps provided	1
	Number of Forceps cord provided	1
	Number of Universal adaptor Provided	1

	Number of LEEP Electrodes Provided	1
	Number of Disposable patient plate Provided	NA
	Number of Reusable patient plate Provided	1
	Number of Reusable hand switching pencil provided	NA
	Number of Single Use hand switching pencil provided	NA
CERTIFICATIONS	Compliance to Medical Device Rules (MDR) 2017 as amended till date	Yes
	Availability of valid drug license for the product issued from the competent authority defined under Drugs and Cosmetic Act 1940 and Rules made there under as amended till date	Yes
	Valid Drug License Number	MFG/2024/MD/000602
	Manufacturing unit certification	ISO:13485 (Latest)
	Additional voluntary certification available	50257492 MP2016
	Availability of Test Report for each supplied batch/product as per Medical Device Rule (MDR) 2017 as amended till date	Yes
	Submission of all necessary certifications, licenses and test reports to the buyer at the time of bid submission or along with supplies as per buyer requirement	Yes
WARRANTY	Warranty in years (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)	2 year
ADDITIONAL REQUIREMENTS	Additional Requirements	NA

व्यापक रखरखाव के लिए शुल्क | Comprehensive maintenance charges for MEDILAP Electro Cautery Machine

सेवा वर्ष Service Year	सीएमसी प्रतिशत CMC Percentage	कर द्विभाजन Tax Bifurcation
CMC charges for 1 st year after warranty period in % of cost of equipment	3%	NA
CMC charges for 2 nd year after warranty period in % of cost of equipment	3%	
CMC charges for 3 rd year after warranty period in % of cost of equipment	3%	
CMC charges for 4 th year after warranty period in % of cost of equipment	3%	
CMC charges for 5 th year after warranty period in % of cost of equipment	3%	

खरीदार परिभाषित अतिरिक्त विशिष्टता के लिए | Buyer Defined Additional Specification for MEDILAP Electro Cautery Machine

विनिर्देश Specification	मूल्य Value
Warranty	5 years

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

शुद्धिपत्र | Corrigendum

1. तक बढ़ाया गया | Extended Upto : 2025-09-02 11:00:00
2. GeM-Bidding-Corr-8049936-3.pdf : [यहां क्लिक करें | click here](#)

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:1 effective from 03-07-2024

- 1.1 **All Provisions of Drugs and Cosmetics Act, 1940 and Rules (including Medical Device Rule 2017) made there under as amended till date will always be applicable. This will include all notifications issued by Central Drugs Standard Control Organization (CDSCO), Ministry of Health & Family Welfare (MoHFW) and Department of Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers time to time in this regard.**
2. The sellers are registered on GeM based on self-declaration of valid Drug License, product certification, test reports etc. However, buyers must check and validate the details at their end for all applicable licenses and certifications e.g., validity and authenticity/genuineness of drug license, product certification, manufacturer certification/licenses, test reports etc.
3. In case of authorized resellers/distributors, it will be the legal & regulatory liability of the manufacturer to ensure that their resellers/distributors are operating in

compliance with all relevant laws and regulations and are properly licensed to sell the manufacturer's products, including verifying the validity and authenticity of drug license held by them.

4. The price offered by the seller/bidder shall not, in any case exceed the DPCO/NPPA controlled price or price fixed by State Government, if any. The seller must reduce the prices if there is any reduction in DPCO/NPPA ceiling price or price fixed by State Government, if any.
5. Any other Terms and Conditions which is not included or at variance with the conditions specified in STC/GTC, may be added by the buyer through Additional Terms and Conditions (ATC) in the bid to ensure items are procured from authentic/validated source with appropriate and applicable quality. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede specific STC which shall supersede General Terms and Conditions ("GTC"), whenever there are any conflicting provisions.
6. Comprehensive warranty: Comprehensive warranty shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares. During the warranty period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months. warranty shall not be including the consumables. Further there will be 98% uptime warranty during warranty period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend warranty period by double the downtime period.
7. Service centres: Details of Service outlets in India to render services for equipment to be furnished to buyer/consignees with complete address, telephone numbers, e mails etc at time of making the supplies. It shall be the responsibility of seller to ensure that authorized service centres are available to cater to the areas where supplies are made within reasonable distance from where the service calls can be handled. Details of toll-free numbers for service call and online registration of service requests also to be provided buyer/consignee at the time of supplies.
8. Source of supply: It shall be responsibility of seller to provide Documents regarding source of equipments such as copy of Performa invoice or any other documents to establish that the products supplied are manufactured by OEM indicated and sourced from them.
9. Packing and Marking: Medical equipments being very delicate and sensitive packing for the goods should be strong and durable enough to withstand transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. .The size, weights and volumes of the packing cases, remoteness of the final destination of the goods, availability or otherwise of transport and handling facilities at all points during transit up to final destination,. Quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall take into consideration the type of medical equipments being supplied. The accessories shall be suitably labelled and packed. Each of the package shall be marked on three sides with indelible paint of proper quality: indicating contract number and date, brief description of goods including quantity, Packing list reference number, country of origin of goods and any other relevant details.
10. Spare Parts: Seller shall provide materials, information etc. pertaining to spare parts manufactured and supplied by the OEM. It shall be ensured that the required spares are available for purchase at least for 10 years from date of supplies. In case due to any reasons the production of the spare parts is discontinued sufficient advance notice should be given to the buyer/consignee before such discontinuation to provide adequate time to purchase the required spare parts etc. Further, OEM and their service centres/dealers shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the equipments so that the same are available. OEM or reseller shall always accord most favoured client status to the buyer/consignee and shall give the most competitive price for spares and consumables of its machines/equipments supplied.
11. Installation, Training, Manuals: Seller shall be responsible to carry out Installation & commissioning, Supervision and Demonstration of the goods. They shall provide required jigs and tools for assembly, minor civil works for the completion of the installation and Training of Consignee's representatives for operating and maintaining the equipment and supplying required number of operation & maintenance manual for the goods. In case the category parameters are specifying any requirements regarding the installations, training and manuals the same shall also be applicable.
12. Electrical safety checking: Sellers are required to make sure that they furnish the list of equipments for carrying out routine and preventive maintenance to buyer/consignee .They should make sure to periodically check the electrical safety aspects as per BIS Safety Standards or equivalent .In case they do not have required equipment for such testing should ensure that the equipments checked for electrical safety compliance through labs with facilities for such checking during every preventive maintenance call.
13. Software: All software updates should be provided free of cost during warranty period.

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 Generic

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

3.3 Generic

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

3.4 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.

3.5 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.

3.6 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:

HOD, Deptt of Surgery, CHD

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 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.

3.10 Certificates:

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

3.11 Scope of Supply:

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

3.12 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Annexure-A Additional terms of Bid

L. Security Deposit,

- a. The Security Deposit shall be for 5% of total contract value including 5 years CAMC. 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(45 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 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 10 / 23 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.

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).

2. **Performance Bank Guarantee for 5 years Warranty period:**

Apart from 5% e-PBG(SDBG) as per GeM format (which is towards security Deposit) and 10% PBG for 5 year CAMC period as per clause no.10 of Additional Clause for Comprehensive Maintenance Charges of GeM Bid, the successful bidder shall be required to furnish performance bank Guarantee for 5 years Warranty, 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 63(60+3) months for 5 years 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 60 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-D.

7. The PBG(Annexure C) 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.

3. Performance Bank Guarantee for 5 years CAMC Period:

Apart from 5 % e-PBG(SDBG) as per GeM format (which is towards security Deposit) and 10% PBG for 5 year warranty period as mentioned above, the successful bidder shall also be required to furnish performance bank Guarantee for 5 years CAMC PBG (s) as per following,

1. The successful bidder shall be required to furnish a Performance Guarantee equivalent to 10% value of on total CMC Charges to cover the 72 (60+12) months for 5 years CAMC as per clause no.10 of Additional Clause for Comprehensive Maintenance Charges of GeM Bid.

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 12 months after the completion of 60 months warranty period (Date calculated from date of completion of 5 years warranty period).

5. The PBG shall be submitted sufficiently in advance (say 3-4 weeks) to enable its verification from the issuing bank, before submission of the invoice.

6. The release of the Performance Bank guarantee after above indicated period, shall be subject to satisfactory performance of the equipment/ items during the CAMC period and fulfillment 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-D.

7. The PBG(Annexure C) 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	

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.

4. 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-E) 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).

5. 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.

6.Experience criteria:

(i) The equipment offered by the tenderer shall be considered proven provided the 01 no of quoted model or similar equipment, as defined below, or combination thereof, must have been supplied by the bidder (or Manufacturer in case bidder is not the manufacturer) in India to mining industry and/or to the other Industries (Private or Government/ Public Sector Undertaking) and all of them performed satisfactorily for a minimum period of 01 year from the date of commissioning.

The performance of only those equipment would be considered for assessing proneness which have been commissioned 1 year prior to the date of opening of tender but not prior to 5 years from the date of opening of tender.

(ii) "Satisfactory Performance" means the supplied equipment must have achieved the guaranteed annual availability, if any, as per the performance guarantee clause of the supply orders / contracts for a minimum period of one year from the date of commissioning. In case supply orders / contracts do not have provision for guaranteed annual availability, the bidder will submit satisfactory performance report issued by end users as per benchmark regarding performance of equipment, if any, incorporated in the supply orders / contracts against which these equipment were supplied. In case, the Performance Report(s) of the End-User(s) is not available, the bidder shall submit self-certification claiming satisfactory performance of the equipment supplied.

(iii) "Similar Equipment" shall be such equipment, which fulfills the following:

- a) Performs almost identical operations as the quoted model.
- b) Should be equal to or higher than the tendered capacity.
- c) Uses sub-components, sub-systems and major assemblies of substantially similar design & construction to the model quoted – only ratings/ specifications may differ (Lower or Higher).

In case, the bidder claims provenness of the quoted model based on similar equipment, the similar equipment should have performed satisfactorily for a minimum period of one year from the date of commissioning and the quoted model should have worked for a minimum period of six months from the date of commissioning within the window period of 5 years.

(iv) Documents required for fulfilling the experience criteria are as under:

- a) The bidder must submit documentary evidence i.e. authenticated copy of such contracts/purchase orders received by them & their satisfactory performance as above.
- b) Considering the practical difficulties in obtaining the performance reports in cases where provenness of the offered product is being ascertained on the basis of supply made in other subsidiaries of CIL or other PSUs/ Govt. Departments, the bidder will submit a Self- Certificate in the following format, along with Proof of Payment against the Purchase Order(s)/ Rate Contract(s) and commissioning certificate (s) (in case of Equipment ,P&M etc. where installation & commissioning is required) :

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

- c) The authenticity of the self-certificate as well as other documents submitted/uploaded by the bidder will solely be their responsibility and appropriate action will be taken by CIL / Subsidiary Company if it is subsequently found to be misleading / false / forged.
- d) However, the Purchaser reserves the right to obtain the performance directly from the end user of the item / product. e) In case, any specific Purchase Order(s) has/ have not been fully executed and any complaint/ claim is pending, then details of such cases to be categorically mentioned with the reasons thereof so that decision making is in clear perspective without any hidden facts in the subject matter.

Any of the following documents shall serve the purpose of "proof of payment" in case of non-availability of performance of upload supply orders for proven-ness .

- i. Self-attested copy (ies) of invoice (s) along with self-attested copy (ies) of Bank Statement(s) or relevant pages of the Passbook. In case of payment amount being less than the invoice amount, a statement by the bidder (supplier) explaining the reason(s) for deductions.
- ii. Self-attested copy (ies) of Payment certificate (s) issued by the Purchaser or its Paying Authority giving the details of invoices(s) and payment and deductions, if any.
- iii. Self-attested copy (ies) of GST TDS certificate (s) for the supply along with self attested copy(ies) of invoice (s), where applicable iv. Self-attested copy of the Certificate issued by practicing Chartered or Cost Accountant giving the details of the invoice(s) and payment and deduction (s) if any

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. Submit Make in India(MII) certificate as per Annexure- G

9. The offered product must have any of the following certificates

BIS/CDS/USFDA/EU-CE

10. Annexure-Bis to be filled by all bidders & to be uploaded in pdf format in offer documents.

Annexure-B

(Bidder Details)

I	Details required	Bidder Details
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	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	
	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 self certificate	
2	Place of value addition for each schedule as per self certificate	

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

Annexure-C

(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 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-D

(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

Date: _____

Place: _____

**ANNEXURE-E
(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.

Terms and Conditions for five (5) years Comprehensive Annual Maintenance(CAMC) of Equipment beyond Guaranty/Warranty period of five years.

1. The comprehensive annual maintenance of the equipment, for a period of *five (05)* years beyond five year Guaranty/Warranty period shall be the responsibility of the supplier and the charges thereof shall be

(ii) Paying Authority: DyManager (F) CHD, BCCL, and Dhanbad.

13. Lateral Security Deposit- Included in PBG Clause.

14. Cost of supplied item is inclusive of cost towards spares, consumable spare parts, overhead & supervision charges required during Warranty & CAMC period for whole set of equipment included under Scope of Supply of Authorization for Central Hospital, Dhanbad.

Successful bidders have to enter into Bi-Partite (Tripartite if bidder is sole selling agent of OEM) agreement on or before delivery of the equipment, on non-judicial stamp paper-with CMS (I/C), CHD to carry out CAMC as per terms and conditions mentioned above.

15. CRAC will be generated only after signing the CAMC Bi-Partite agreement with CMS (I/C), CHD.

Annexure -G

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>)

3.13 *Buyer Added Bid Specific ATC:*

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

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.