

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687734358492

अनुबंध तिथि | Generated Date : 31-Jan-2026

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2025/B/6248968](#)

अनुसूची नाम | Schedule Name: Schedule 2, Schedule 1, Schedule 3

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 Manager5 संपर्क नंबर   Contact No. : - ईमेल आईडी   Email ID : ashisk.dutta@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 : DT(OP) वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : GM(MM)/HoD	भुगतान का तरीका   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 :	916B190000918383
कंपनी का नाम   Company Name :	FLOWMORE LIMITED
संपर्क नंबर   Contact No. :	09313980436
ईमेल आईडी   Email ID :	corporate@flowmoregroup.com
पता   Address :	(Unit II) 28A-A1, Site IV, Industrial Area, Sahibabad, Ghaziabad, UTTAR PRADESH-201010, -
एमएसएमई पंजीकरण संख्या   MSME Registration number :	-
जीएसटीआईएन   GSTIN:	09AAACF0876E1ZR (B) , (M) , 06AAACF0876E1ZX (S) , 27AAACF0876E1ZT (G) , 09AAACF0876E1ZR (R)
खरीदार द्वारा मूल्यांकित एमआईआई स्थिति   MII Status as evaluated by buyer :	Not Verified
खरीदार द्वारा सत्यापित एमएसएमई स्थिति   MSME Status as verified by buyer :	Not Verified

\*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 : 2000 GPM (545m3/hr) , 200m head, complete pump set with NFLP 3.3kV electricals ब्रांड   Brand : FLOWMORE ब्रांड प्रकार   Brand Type : NA कैटलॉग की स्थिति   Catalogue Status: NA कैसे बेचा जा रहा है   Selling As : NA श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : NA (-) मॉडल   Model: FM590BD 250X200 3STAGES एचएसएन कोड   HSN Code: 84137010	3	set	4,780,000	NA	14,340,000
2	उत्पाद का नाम   Product Name : 800 GPM (218 m <sup>3</sup> /hr) , 180m head complete with 550V FLP (Gas Group I) electricals and other accessorie ब्रांड   Brand : FLOWMORE ब्रांड प्रकार   Brand Type : NA कैटलॉग की स्थिति   Catalogue Status: NA कैसे बेचा जा रहा है   Selling As : NA श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : NA (-) मॉडल   Model: M590ABD 200X150 4 STAGE एचएसएन कोड   HSN Code: 84137010	6	set	2,625,000	NA	15,750,000

उत्पाद का नाम   Product Name : 180 LPS, 250m head, complete pump set with NFLP 3.3kV electricals ब्रांड   Brand : FLOWMORE ब्रांड प्रकार   Brand Type : NA कैटलॉग की स्थिति   Catalogue Status: NA कैसे बेचा जा रहा है   Selling As : NA श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : NA (-) मॉडल   Model: FM590BD 250X200 3STAGES एचएसएन कोड   HSN Code: 84137010	1	set	5,060,856	NA	5,060,856
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कुल ऑर्डर मूल्य | Total Order Value (in INR)

35,150,856

**परोक्षिती 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 : ampurchase.wj.bccl@nic.in संपर्क   Contact :- जीएसटीआईएन   GSTIN :- पता   Address : Office of General Manager, Western Jharia Area of BCCL, Moonidih Rd, Putkee, Jharkhand 828129, Dhanbad, JHARKHAND-828129, India	800 GPM (218 m <sup>3</sup> /hr), 180m head complete with 550V FLP (Gas Group I) electricals and other accessories	-	6	31-Jan-2026	31-May-2026
2	पद   Designation :- ईमेल आईडी   Email ID : girish.kumar99@nic.in संपर्क   Contact : 85800-25134- जीएसटीआईएन   GSTIN : 20AAACB7934MFZB पता   Address : Depot Officer, Central Store, Ekra, BCCL, Post Office-BANSJORA, Dhanbad, Jharkhand-828101., Dhanbad, JHARKHAND-828101, India	2000 GPM (545m <sup>3</sup> /hr), 200m head, complete pump set with NFLP 3.3kV electricals	-	3	31-Jan-2026	31-May-2026
		180 LPS, 250m head, complete pump set with NFLP 3.3kV electricals	-	1	31-Jan-2026	31-May-2026

**Product Specification for 2000 GPM (545m<sup>3</sup>/hr), 200m head, complete pump set with NFLP 3.3kV electricals**

विनिर्देश   Specification	उप-विनिर्देश   Sub-Spec	मूल्य   Value
Custom Specification	Custom Specification	Yes

**विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:**

1. <a href="#">SpecificationDocument1</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/18/67/141/CatalogAttrs/SpecificationDocument/2025/6/28/2025_06_28_11_30_07_gem-bidding-7860309_-1_2025-06-28-11-35-03_2f1367ac2d6ba670db1daafda26e0c31.pdf
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**खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:**

1. <a href="#">SpecificationDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/1006995/54/78/703/CatalogAttrs/SpecificationDocument/2025/5/19/2000_gpm_-545m3hr_-200m_head_complete_pump_set_2025-05-19-13-33-39_1fd10e900106c23786c065348dc1a95d.pdf
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**Product Specification for 800 GPM (218 m<sup>3</sup>/hr), 180m head complete with 550V FLP (Gas Group I) electricals and other accessories**

विनिर्देश   Specification	उप-विनिर्देश   Sub-Spec	मूल्य   Value
Custom Specification	Custom Specification	Yes

**विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:**

1. <a href="#">SpecificationDocument1</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/18/67/141/CatalogAttrs/SpecificationDocument/2025/6/28/2025_06_28_11_21_35_gem-bidding-7860309_-1_2025-06-28-11-21-45_7ad94dec8689c18788475b20b80e7011.pdf
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**खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:**

1. <a href="#">SpecificationDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/1006995/54/78/703/CatalogAttrs/SpecificationDocument/2025/5/19/technical_specs_pump_800_gpm_2025-05-19-13-28-39_af79b9bc610dc676725b4bf8d15e2a902.pdf
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**Product Specification for 180 LPS, 250m head, complete pump set with NFLP 3.3kV electricals**

विनिर्देश   Specification	उप-विनिर्देश   Sub-Spec	मूल्य   Value
Custom Specification	Custom Specification	Yes
<b>विक्रेता विशिष्टता दस्तावेज़   Seller Specification Document:</b>		
1. <a href="#">SpecificationDocument1</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/18/67/141/CatalogAttrs/SpecificationDocument/2025/6/28/2025_06_28_11_42_28_gem-bidding-7860309_1_2025-06-28-11-42-33_557486e402336647e140826b64d4be52.pdf	
<b>खरीदार विशिष्टता दस्तावेज़   Buyer Specification Document:</b>		
1. <a href="#">SpecificationDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/1006995/54/78/703/CatalogAttrs/SpecificationDocument/2025/5/19/180_lps_250m_head_complete_pump_set_with_nflp_3-3kv_2025-05-19-13-37-19_3f17fa0735b046c66ea23c29b010d443.pdf	
<b>तकनीकी-वाणिज्यिक स्पष्टीकरण   Techno-Commercial Clarification : <a href="#">Click here to download</a></b>		
<b>शुद्धिपत्र   Corrigendum</b>		
<p>1. तक बढ़ाया गया   Extended Upto : 2025-07-15 11:00:00</p> <p>2. GeM-Bidding-Corr-7860309-3.pdf : <a href="#">यहां क्लिक करें   click here</a></p>		
<b>मूल्य द्विभाजन एक्सेल फ़ाइल विवरण   Price Bifurcation Excel File details: <a href="#">BOQ Pump price</a></b>		
<b>ईपीबीजी विवरण   ePBG Detail</b>		
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		
<b>नियम और शर्तें   Terms and Conditions</b>		
<p><b>1. General Terms and Conditions-</b></p> <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> <p><b>2. Buyer Added Bid Specific Terms and Conditions-</b></p> <p><b>2.1 Scope of Supply:</b> Scope of supply (Bid price to include all cost components) : Only supply of Goods</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> 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>2.4 Generic</b> Manufacturer Authorization:Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid</p> <p><b>2.5 Generic</b> Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.</p> <p><b>2.6 Generic</b> The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price: AS PER BUYER SPECIFICATION .</p> <p><b>2.7 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>		

## 2.8 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.

## 2.9 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.

## 2.10 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.

## 2.11 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):

CMPDIL (Please refer Buyer Added Bid Specific ATC)

Post Receipt Inspection at consignee site before acceptance of stores:  
GM(E&M) I/C or his authorized representative

## 2.12 Certificates:

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

## 2.13 Certificates:

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

## 2.14 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

**A) Scope of Supply: Supply along with technical supervision to be provided by the Successful Bidder at the site of installation of each Pump set.**

**B) The custom catalogue uploaded by the bidder should bear correct catalogue name as per quoted item and the offered specification including make and model should be made part of offered catalogue for the particular item as these will become part of GeM PO.**

**C) Instruction to Bidders for Submission of price bid and reverse auction**

**Requirement has been prepared as under**

Serial Number	Item description	Qty (Set)	Expenditure
1	Multistage Centrifugal Pump, Motor and necessary electrical and mechanical accessories associated with the pump-set) With 800 GPM of flow rate, 180 meters of head and 550 supply volts	08	Capital
2	2000 GPM (545m <sup>3</sup> /hr), 200m head, complete pump set with NFLP 3.3kV electricals	05	Capital
	180 LPS, 250m head, complete pump set with	02	Capital

3	NFLP 3.3kV electricals		
		Total	15

2. Techno-commercial evaluation as well as price evaluation shall be made schedule wise.

3. 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.

4. There is an excel file named "BOQ Pump price" in Excel Upload Required section of the GeM Bid.

5. Bidders are required to indicate the correct details against each item HSN Code, Unit Basic rate and GST Rate in respective cell of BOQ sheet.

6. Name of Bidder shall not appear anywhere in this "BOQ Pump price" excel sheet.

7. The Bidder will download the excel file and enter basic rates and other details as per the requirement of excel sheet.

8. 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 any items is indicated as 0.00 / Nil, the Bid shall be treated as non-responsive for that schedule.

9. Total net landed price for L-1 determination is defined as CONSOLIDATED PRICE HIGHLIGHTED IN GREEN in excel sheet. The CONSOLIDATED PRICE (N 11) shall be auto calculated in BOQ sheet for each schedule once the bidder fills the unit price & GST rates for each item of Goods as applicable.

10. The ranking of the techno-commercially acceptable bids shall be made on the basis of the CONSOLIDATED PRICE as per formula given in BOQ sheet.

11. The bidder has to input this CONSOLIDATED PRICE HIGHLIGHTED IN GREEN of BOQ sheet as bidder's product unit price in the GeM Bid.

12. Bidders shall convert this BoQ excel sheet duly 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.

13. Reverse Auction- A bidder has to reduce this CONSOLIDATED PRICE during reverse auction. Rules of reverse auction shall be as built-in rules of GeM.

14. Break up of L1 rates- After reverse auction, the landed value will have to be back calculated to arrive at total post auction price in absolute terms including GST for all goods quoted in the original sheet.

15. 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 have to submit the post auction sheet in GeM portal and email the same to us.

16. While working out the revised price break-up, the bidder is not allowed to increase the initial quoted price of any of the items and have to consider the same rate of GST as quoted in the initial price.

17. 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.

18. The contract value displayed in GeM Contract shall reflect the absolute value. Item wise breakup as provided by the successful bidder to buyer post RA in absolute terms shall also be part of contract

**D) The Guarantee/ Warranty Clause shall be as follows:**

(i). The supplied equipment will be under Guarantee /Warranty for free of cost repairing/ replacement (including transportation cost) for a period of 12 months from the date of installation or 18 months from the date of supply and acceptance, whichever is earlier against any material defects, design defects, manufacture defects or any failure during operation, and this period will be extended equal to the breakdown period in days at site/ in mine.

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

**E) Proven-ness Criteria:**

The equipment offered by the tenderer shall be considered proven provided that at least one no. of quoted model or similar equipment as defined below must have been supplied by the bidder in India to mining industry and/or to other industries (Private or Govt./PSU) and the same has performed satisfactorily for a minimum period of one year from the date of commissioning. The performance of only those equipment would be considered for assessing proven-ness which have been commissioned one year prior to the date of opening of tender but not prior to 5 years from the date of opening of tender.

"Satisfactory Performance" means supplied equipment must have achieved the guaranteed annual availability if any as per performance guarantee clause of supply orders /contracts for a minimum period of one year from the date of commissioning. In case supply orders /contracts don't 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 supply orders/contracts against which these equipment were supplied. In case performance report of end user is not available, the bidder shall submit self- certificate claiming satisfactory performance of equipment supplied.

"Similar Equipment" shall be such equipment which full fills following:

- a. Performance almost identical operations as 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).

Satisfactory performance certificate of the offered item with same or higher specification, for at least 1 year from the date of commissioning, issued by respective Buyer Organization for the above Orders shall be uploaded with bid.

**Higher Specification shall be accessed based on multiplication of Head (m) and Discharge (m<sup>3</sup>/hr) of Pumps higher than the tendered item.**

Considering the practical difficulties in obtaining the Performance Reports in cases where proven-ness of the offered product is being ascertained on the basis of supply made in other subsidiaries of CIL or other PSUs/ Govt. Department/Private Organizations, the bidder shall submit a self-certificate in the following format along with proof of payment against the Purchase Order/ Rate Contract:

*"The items covered in the purchase order/ rate contract(s) copies enclosed with our offer have been fully executed and have performed satisfactorily as per the provisions of the respective purchase order/ rate contract(s) and all the complaints lodged by the purchaser, if any, have been attended to and no complaints/ claims are pending."*

**F) Exemption from Experience Criteria/Performance criteria** If bidders have submitted documents to prove the Startup/MSE status for the tendered item and their products are ISI marked/DGMS approved/Proven in CIL or its Subsidiary companies/Proven product of the ancillary unit of a Subsidiary Company of CIL, they will be required to submit the following applicable related documents, for relaxation from the criteria of prior experience and prior turnover:

- a valid BIS Marking License for the quoted items or

- Rate contract issued by CIL/its Subsidiary Companies for the quoted items or
- a valid DGMS Approval certificate for the quoted items or
- Proven Ancillary certificate issued by BCCL for the quoted items.

OR

if bidders have submitted documents to prove the Startup/MSE status for the tendered item without certificate towards quality, assurance and capability from some authority like MSME, NSIC, etc, the bidder needs to submit Proforma for Equipment and Quality Control' (as per Annexure-1) duly filled along with the bid for assessing the techno-commercial capability of the vendors to manufacture and deliver goods as per the prescribed quality and technical specification. The document(s) /certificate(s) furnished by the bidders for ISI markings or DGMS approval for any relaxation should be valid on the date of tender opening and a copy of such document(s)/certificate(s) valid on the date of supply, must accompany their bill(s) . (Proforma attached in buyer added bid specific ATC document )

Note: performance/exemption documents for each schedule participated, needs to be submitted to be considered for provenness/exemption. This is in suppression point no 3 of page no 3i.e. experience criteria.

**G) 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:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

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

The bidders will have to upload along with their offer, digitally signed Pre-Contract Integrity Pact as per attached format in Bid,

In terms of the Integrity Pact, the Independent External Monitor(s) (IEMs) nominated for this tender are as follows,

Sl	Name of IEM	Address	e-Mail ID
1	Shri Arvind Kumar Kadyan, IDAS(Retd.),	B-211, PaschimVihar, New Delhi - 110063	arvindkadyan17@gmail.com
2	Shri Amrit Lugun, IFS(Retd.),	A2/122, Ground floor, Safdarjung enclave, New Delhi-110029	a.lugun@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.

**I) Security Deposit - ePBG mentioned in Bid document will work as Security Deposit.**

a. The successful tenderers will have to submit Security Deposit for the 5% value of the total landed value of the contract including all taxes, duties and other costs and charges. In case of Rate / Running Contracts the Security Deposit shall be for an amount of 5% of average annual offtake contractual value; and in case RC period is longer than 1 year, SD amount shall be 5% of average annual offtake. In case of Contracts for procurement of Capital Goods along with Warranty Spares & Consumables (if applicable) and additional Spares & Consumables / AMC / CMC for more than one year, the Security Deposit shall be for 5

% of equipment landed value along with maximum annual landed value of Spares & Consumables.

b. The Security Deposit shall be deposited through RTGS / NEFT / IMPS /e-BG/ other digital modes or in the form of a Bank Guarantee in the prescribed format from a RBI Scheduled Bank in purchaser's country (on a non-judicial stamp paper) within 15 days from date of notification of award or placement of order.

c. The Security Deposit shall be in the same currency(ies) in which contract is to be signed/ issued. In case of multi-currency contract, separate Security Deposit Bank Guarantee (SDBG) in respective currency for 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 3 months after completion of supplies and acceptance of materials by the consignee in case of supply contracts and in case of contracts for equipment involving installation and commissioning, 3 months after the supply and commissioning of all the equipment covered in the contract.

f. If the successful tenderer fails to deposit the security deposit within 15 (fifteen) days from date of notification of award/ placement of order, another opportunity may be given to them for submission of Security Deposit within next 15 days. If the successful tenderer still fails to deposit the security deposit within the extended period but executes the supplies within scheduled delivery period, the submission of Security Deposit may be waived, as the purpose of submission of SD is fulfilled.

g. In cases where the successful tenderer did not submit the security deposit even within the extended period for SD submission but has supplied the materials either in full or in part after the extended period for SD submission, a penalty equivalent to 0.5% (half percent) of SD amount for delay of each week or part thereof (period of delay is to be calculated from the 31st day from the date of notification of award/ placement of order to the date of receipt of full SD) shall be levied subject to a maximum of 5% of the contract value.

h. Security Deposit will be released with the approval of HOD of MM Department/ Area GM within 30 days after completion of supplies and acceptance of material by the consignee in case of supply contract or after successful commissioning and on receipt of confirmation of Performance Bank Guarantee(s) for all the equipment covered in the contract in case of contracts for equipment and all those items/ goods involving installation and commissioning and PBG.

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

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

#### J)TReDS:

Trade Receivables Discounting System (TReDS) is an initiative of Reserve bank of India (RBI) to facilitate MSME receivable payments from corporates. BCCL has on boarded 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. C2FO Factoring Solutions Private Limited ,(C2treds), website: [www.c2treds.com](http://www.c2treds.com)

m

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.

#### K)Performance Bank Guarantee (PBG)

Apart from 5 % e-PBG as per GeM format (which is towards security Deposit), the successful bidder shall be required to furnish performance bank Guarantee, PBG (s) as per following,

1. The successful bidder shall be required to furnish a Performance Guarantee equivalent to 10% value of the contract to cover the warranty/guarantee period.
2. The Performance Guarantee shall be in the form of a Bank Guarantee issued by a RBI scheduled bank in India in the prescribed format as below on a non-judicial stamp paper.
3. The Performance Bank Guarantee (PBG) shall be in the same currency in which contract has been signed.
4. The PBG (s) shall remain valid till 3 months after the completion of warranty period.

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

6. The release of the Performance Bank guarantee after above indicated period, shall be subject to satisfactory performance of the equipment/ items during the warranty period and fulfilment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. The Performance Bank Guarantee shall be released after expiry of validity period if no claim is pending, with the approval of the concerned HOD (MM)/ Area GM after expiry of validity period after obtaining the following:

1. 'No Claim Certificate' from the concerned HOD (User Dept.) indicating that there is no claim pending.
2. 'No Claim Certificate' from the contractor indicating that there is no claim pending and that there is no dispute pending as per Annexure-2.

7. The PBG will be submitted through Structured Financial Management System (SFMS).

8. The PBG issued by Issuing bank on behalf of the bidder in favour of "Bharat Coking Coal Limited" shall be in paper form (Stamp Paper) as well as issued under "Structured Financial Messaging System". The details of beneficiary Bank for issue of BG through SFMS Platform shall be as under, Issuing Bank should send the underlying confirmation to either of following banks:

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

Or

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

9. Original copy of the Bank Guarantee issued by the Issuing Bank along with SFMS confirmation shall be sent by the issuing bank to MM department, BCCL.

10. In cases where the supplier does not submit the PBG in time or as per the prescribed format in line with the contract stipulations, the PBG amount may be deducted from the first bill or in case of insufficient amount, from subsequent bill(s) of the supplier till the full PBG amount is deducted. This amount shall be refunded to the supplier upon acceptance of PBG submitted by them.

*Performance Bank Guarantee Format*

M/s. Bharat Coking Coal Ltd.

KoylaBhawan, KoylaNagar

Dhanbad - 826005

**Re: Bank Guarantee in respect of Agreement / Contract / Purchase Order vide no. .... dated ..... between BHARAT COKING COAL LIMITED and ..... (Name of Supplier Company)**

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

The..... (Name of the Bank) (hereinafter called 'the Bank') having its office

at..... has at the request of the Contractor agreed to give the guarantee as hereinafter

contained. We..... (Name of the Bank) do hereby unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and conditions of the said Agreement or shall commit any breach of its obligations thereunder, the Bank shall on demand and without any objection or demur pay to the Company, the said sum of Rs..... or any portion thereof without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same or calling on the Company to compel such payment by the Contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the Company and as regards th

e 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 a ny arbitration proceeding or legal proceeding is pending between the Company and the Contractor regarding th e claim.

We, the Bank, further agree that the guarantee shall come into force from the date hereof and shall remain in fu ll force and effect till the period that will be taken for the performance of the said Agreement which is likely to b e 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 o f the said sum of Rs.....as maybe due to the Company and as the Company may demand. This guarantee s hall remain in force until the dues of the Company in respect of the said sum of Rs..... are fully satisfied and th e Company certifies that the Agreement has been fully carried out by the contractor and discharges the guarant ee.

The Bank further agrees with the Company that the Company shall have the fullest liberty without the consent o f 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 postpo ne for any time or from time to time any of the powers exercisable by the Company against the contractor and t o forbear to enforce any of the terms and conditions relating to the said Agreement and the Bank shall not be re lieved from its liability by reason of such failure or extension being granted to the contractor or through any for bearance, act or omission on the part of the Company or any indulgence by the Company to the contractor or an y other matter or thing whatsoever which under the law relating to sureties would but for this provisions have th e 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 s uch 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 clai m is preferred against the Bank within the validity period and/or the claim period from the said date, all rights o f the Company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

The Bank has under its constitution power to give this guarantee and..... [(Name of the person(s))] who have signed it on behalf of the Bank has authority to do so.

Dated this.....day of .....20.....

Place.....

n(s)

Signature of the authorized perso

For and on behalf of the Bank.

### No Claim Certificate

(On company letterhead)

To,  
(Contract Executing Officer)  
Procuring Entity \_\_\_\_\_

## NO CLAIM CERTIFICATE

Sub: Contract Agreement no. ----- dated -----for the supply of -----

We have received the sum of Rs. (Rupees \_\_\_\_\_ only) in full and final settlement of all the payments due to us for the supply of under the above mentioned contract agreement, between us and BHARAT COKING COAL LIMITED. We hereby unconditionally and without any reser vation whatsoever, certify that we have no claim whatsoever, of any description, on any account, against Procuring Entity, against aforesaid contr act 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 ter ms 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: \_\_\_\_\_

L)Pre-dispatch Inspection shall be done by nominated agency of BCCL i.e. Central Mine Planning & Desig

n Institute Ltd (CMPDIL) Ranchi / their Regional Office (for details visit [www.cmpdi.co.in](http://www.cmpdi.co.in) )

. Inspection fee @ 1% of total consignment billing (plus statutory levies like GST etc. as applicable on inspection fee) is to be paid to CMPDIL along with inspection call letter payable by SBI Collect by seller. The price is to be quoted by the seller inclusive of inspection fees. Minimum 7 calendar days notice shall be given

by the manufacturer to CMPDIL for arranging inspection within valid delivery period as per contract. (The clause is as below )

#### **PRE-DESPATCH INSPECTION CLAUSE**

Pre-dispatch inspection of each consignment shall be carried out by M/s. Central Mine Planning & Design Institute Ltd (CMPDIL), Ranchi/their Regional Office as per the terms and conditions indicated hereunder :

Pre-dispatch inspection shall be carried out by M/s. CMPDIL (the above firm) as per their methodology. The third-Party Inspection shall include examination of raw material, test certificate verification, continuous monitoring of quality assurance by manufacturer which will include regular and surprise visits. In brief, the scope and condition of inspection by M/s. CMPDIL will be as follows:

Checking and approval of test procedures/quality assurance plans.

Verification of records and documents of your works.

Verification of documents and test certificate of bought out items and cross checks.

You shall provide facilities for carrying out all necessary tests as required in the specification at your works else these will be carried out at an independent test house at your cost.

Final testing and checking of materials as per specifications.

M/s. CMPDIL will have full and free access to the premises of manufacturer during the process of manufacturing and during inspection activities.

Inspection fee @ 1% of total consignment billing (plus statutory levies like GST etc., as applicable on inspection fee) is to be paid to M/s. CMPDIL along with inspection call letter payable by SBI Collect by the seller. The price is to be quoted by the seller inclusive of inspection fees.

Minimum 7 calendar days notice shall be given by the manufacturer to M/s. CMPDIL for arranging inspection within valid delivery period as per contract.

The ultimate responsibility for supply of correct materials as per requirement of relevant specification lies solely with the manufacturer in spite of clearance/acceptance by inspection authority i.e. M/s. CMPDIL. The manufacturer will be required to replace the material free of cost if found defective/unserviceable/not according to relevant specifications.

The charges for third party inspection and the cost of materials that would be required for destructive tests, if any, shall be reimbursed by BCCL together with the consignment billing. Such cost shall be reimbursed only if it is duly certified by M/s. CMPDIL.

Final inspection shall be arranged by the consignee after receipt of the material at our destination.

The purchaser shall, at its discretion, have the right to test the ordered material in a Government Test House or in a test house nominated by the purchaser. In case of failure of the material after testing the cost of tests as well as of the material shall have to be borne by the supplier.

In many cases, upon reaching the site of inspection, the material is not found to be ready or only partial quantity of material is ready for inspection.

In both the above cases, inspector has to visit the inspection site more than one time which leads to the loss of time and money. Therefore, it is decided that for re-inspection of materials, if any, manufacturers/suppliers have to repay the inspection fee as follows:

- Inspection fee for remaining quantity of materials (including GST as applicable)
- Travel expense to reach site of inspection (Onwards and return): Minimum Rs.15,000/
- Cost of stay for 2/3 days: Minimum Rs.5,000/ per day

Fresh inspection call shall be raised after paying the above fees along with a copy of payment receipt and Contract/ Purchase Order for further necessary action at our end.

**Note:** The price is to be quoted by the seller inclusive of inspection fees.

The manufacturer/firm, intending to submit the Pre-Dispatch Inspection (PDI) Fees online through SB collect has to follow the following steps: -

- i. Visit CMPDI site ([www.cmpdi.co.in](http://www.cmpdi.co.in)).
- ii. Click on the link of [State Bank Collect to pay Inspection Fee](#)
- iii. Click the acceptance of terms & conditions and then click the proceed button.
- iv. Next page will open. Here you select the state as *Jharkhand* and then select the type of institution as *PSU-Public Sector Undertaking*, then press *go* button.
- v. Next page will open requesting to you select PSU name, here you select *CMPDI Ltd.* & then press the submit button.
- vi. Next page will open, requesting to select the payment category. Here you select "*INSPECTIONN FEES*".
- vii. Automatically you will be transferred to next page requesting to you to provide details of payment. Here you are required to fill the data as requested in each row including the remarks.
- viii. After filling all the required data, press the *submit* button, you will be transferred to next page, which will request to verify the details and confirm the details. Press *confirm* button if entry made are correct otherwise press cancel If you press Confirm then you will be transferred to next page where payment option will appear.
- ix. On this page you will find the various modes of e-payment of different banks i.e. net-banking, debit card, credit card etc.
- x. At this page you are requested to make the payment by selecting the appropriate mode of payments offered by different banks as per your choice.
- xi. After making the payment please take out the prints of e-receipt which should subsequently be submitted to us as a proof of payment made to CMPDIL along with inspection call letter.

Xii. The inspection call is required to be submitted online on the email id [gmenm.cmpdi@coalindia.in](mailto:gmenm.cmpdi@coalindia.in), with a copy to [paresh.saxena@coalindia.in](mailto:paresh.saxena@coalindia.in) in in the following manner:

- a) A Covering letter on your letter head giving the details of inspection.
  - b) Inspection call duly stamped and signed, addressed to GM (E&M) CMPDI in the required format on your letter head.
  - c) Copy of e-money receipt for the PDT Fee deposited online.
  - d) Copy of the respective complete supplied order against which inspection call is raised.
- All the above four documents are to be submitted in separate POF files.

Xiii. Simultaneously a copy of e-money receipt for the PDI Fee deposited online must be mailed on the email id: [hqfinance@yahoo.com](mailto:hqfinance@yahoo.com), with a copy to [Sandeep.aru@coalindia.in](mailto:Sandeep.aru@coalindia.in)

**Note: - The facility for submission of PDI Fee on State Bank Collect will be available from 1<sup>st</sup> to 28th of every month.**

**M)** 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)

e to time).

The complete address of the location(s) at which the local value addition is made, is / are as under:

1.

2.

(Signature of the authorised signatory)

Name:

Designation:

Email id:

Mobile No:

Place:

Date:

Note: Percentage of local content is to be mentioned as per the formula given in Annexure 28 (page no 285) of Manual for Procurement of Goods, Second Edition, 2024 issued by Department of Expenditure, MoF, Gol. (<https://doe.gov.in/circulars/manual-procurement-goods-second-edition-2024>)

**N) In the BOQ Pump price to be uploaded through “Excel Upload Required” window, the bidders are requested to mention HSN Code and applicable rate of GST for all items as applicable for Supply of Complete Pump Set**

2.15 Buyer Added Bid Specific ATC:

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

2.16 Past Project Experience:

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

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.