# अनुबंध|Contract



अनुबंध क्रमांक | Contract No: GEMC-511687709760346

अनुबंध तिथि। Generated Date : 28-Feb-2025

बोली/आरए/पीबीपी संख्या|Bid/RA/PBP No.: <u>GEM/2024/B/4926161</u>

# अनुसूची नाम | Schedule Name: Schedule 3, Schedule 8

संगठन विवरण|Organisation 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 खरीदार विवरण|Buyer Details

पद|Designation : Assistant Manager2 संपर्क नंबर|Contact No.: 62872-42898-

ईमेल आईडी|Email ID : buyer8.bccl.dhn@gembuyer.in

भुगतान प्राधिकरण विवरण | Paying Authority Details

जीएसटीआईएन|GSTIN : 20AAACB7934MFZB

MM Department, level 3, Commercial Building, Koyla

पता|Address : Bhawan, Koyla Nagar,

DHANBAD, JHARKHAND-826005, India

वित्तीय स्वीकृति विवरण|Financial Approval Detail

आईएफडी सहमति|IFD Concurrence : Yes प्रशासनिक अनुमोदन का पदनाम| DTOP

Designation of Administrative Approval: वित्तीय अनुमोदन का पदनाम|

Designation of Financial Approval:

Role: PAO

भुगतान का तरीका| Offline Payment Mode:

पद|Designation: Senior Manager

ईमेल आईडी|Email ID : pay8.bccl.dhn@gembuyer.in जीएसटीआईएन|GSTIN : 20AAACB7934MFZB

MM Department, level 3, Commercial Building, Koyla पता|Address:

Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India

विक्रैता विवरण|Seller Details

जेम विक्रैता आईडी। GeM Seller ID : 7S9V210002997610

कंपनी का नाम|Company Name : KIRLOSKAR BROTHERS LIMITED

संपर्क नंबर|Contact No. : 02067214598

ईमेल आईडी|Email ID : bhavesh.kansara@kbl.co.in Survey No. 98/3 to 7, Yamuna, Baner, पता। Address :

Pune, MAHARASHTRA-411045, -

एमएसएमई पंजीकरण संख्या|MSME Registration number :

27AAACK7300E1ZZ (R), (M) जीएसटीआईएन|GSTIN:

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

DTOP

वितरण निर्देश | Delivery Instructions : NA

उत्पाद विवरण | Product Details

#	ः आइटम विवरण Item Description	आइटम विवेरण  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 : Split Casing -1091Cumh@150m ब्रांड Brand : Kirloskar Brothers Limited ब्रांड प्रकार Brand Type : NA कैटलॉग की स्थिति Catalogue Status: NA कैसे बेचा जा रहा है Selling As : NA श्रेणी का नाम और चतुर्थाश Category Name & Quadrant : NA (-) मॉडल Model: 10UPH8 एचएसएन कोड HSN Code: HSN not specified by seller	6	set	4,610,000	NA	27,660,000
2	उत्पाद का नाम  Product Name : split casing 545CUMH@150m ब्रांड Brand : KIRLOSKAR BROTHERS LIMITED ब्रांड प्रकार Brand Type : NA कैटलॉग की स्थिति Catalogue Status: NA कैसे बेचा जा रहा है Selling As : NA श्रेणी का नाम और चतुर्थाश Category Name & Quadrant : NA (-) मॉडल Model: SCT200/58-2 एचएसएन कोड HSN Code: HSN not specified by seller	3	set	3,600,000	NA	10,800,000
कु	ा ल ऑर्डर मूल्य  Total Order Value (in INR)	I			<u> </u>	38,460,000

परेषिती विवरण|Consignee Detail

क्र.सं. S.No	परेषिती Consignee		वस्तु Item	लॉट नंबर  Lot No.	मात्रा Quanti	दिनांक के बाद डिलीवरी शुरू ty करना है  Delivery Start After	वितरण पूरा क तक करना है Delivery To Be Completed By
	पद  Designation : - ईमेल आईडी Email ID : con1.bccl.jh@gembuyer.in संपर्क Contact : 90316-66224-		Split Casing - 1091Cumh@150m	-	6	28-Feb-2025	28-Jul-2025
1	जीएसटीआईएन GSTIN: 20AAACB7934MFZB पता Address: Depot Officer, Central Store, Ekra, BCCL, P BANSJORA, Dhanbad, Jharkhand-828101., Dhanbad, JHARKHAND-828101, India	Post Office-	split casing 545CUMH@150m	-	3	28-Feb-2025	28-Jul-2025
Product	Specification for Split Casing -1091Cumh@1	50m					
विनिर्देश Sp	pecification	उप-विनिर्देश	Sub-Spec			मूल्य Value	
Custom Spe	ecification	Custom Spec	ification			Yes	
विक्रैता विः	शिष्टता दस्तावेज़ Seller Specification Document:	T ,			VE 4 (00 /E 50	(5.1. A). (5.15	
1. <u>Specificat</u>	tionDocument1	ument/2024	ov.in/catalog_data/catalog_ /6/18/2024_06_18_10_11_4 0fe5cebb8023e60320283c8	3_up-uph_kbl			cationDoc
खरीदार वि	शिष्टता दस्तावेज़ Buyer Specification Document:						
1. <u>Specificat</u>	tionDocument	logAttrs/Spe	ov.in/catalog_data/catalog_: cificationDocument/2024/5 l_complete_pump_set_wit_2	5/8/4000_gpm_		uments/10863912/54	4/78/703/Cata
		08-18-50-10	_a7623cb8a3f665f22b47186				
Product	Specification for split casing 545CUMH@150						
विनिर्देश Sp	pecification	)m उप-विनिर्देश	_a7623cb8a3f665f22b47186			मूल्य Value	
विनिर्देश Sp	pecification	)m	_a7623cb8a3f665f22b47186			मूल्य Value Yes	
<b>विनिर्देश Sp</b> Custom Spe	pecification	)m उप-विनिर्देश	_a7623cb8a3f665f22b47186			<del></del>	
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विनिर्देश   Spe Custom Spe विक्रेता विः 1. Specificat खरीदार वि	ecification ecification शिष्टता दस्तावेज़ Seller Specification Document: tionDocument1	mkp.gem.gc ument/2024 39_6ad3368 f	_a7623cb8a3f665f22b47186  Sub-Spec  ification  ov.in/catalog_data/catalog_: /6/18/2024_06_18_10_26_3	support_docun 4_sct-14_202da7.pd	nent/54/80/562/ 4-06-18-10-26- nent/buyer_doc -545m3hr-	Yes /CatalogAttrs/Specifi	
विनिर्देश   Spe Custom Spe विक्रेता विः 1. Specificat थ. Specificat थुद्धिपत्र   Co	pecification ecification शिष्टता दस्तावेज़ Seller Specification Document: tionDocument1 शिष्टता दस्तावेज़ Buyer Specification Document: tionDocument	mkp.gem.gc ument/2024 39_6ad3368 f	a7623cb8a3f665f22b47186  Sub-Spec  ification  ov.in/catalog_data/catalog_: /6/18/2024_06_18_10_26_3 9cbef42cdb6313ea5668c5b  ov.in/catalog_data/catalog_: cificationDocument/2024/5 _complete_pump_set_with.	support_docun 4_sct-14_202da7.pd	nent/54/80/562/ 4-06-18-10-26- nent/buyer_doc -545m3hr-	Yes /CatalogAttrs/Specifi	
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विनिर्देश   Spe Custom Spe विक्रैता वि  1. Specificat  शुद्धिपत्र   Co  1. तक बढ़ाय ईपीबीजी वि  सताहकार बैंक	Pecification ecification  शिष्टता दस्तावेज़ Seller Specification Document:  tionDocument1  शिष्टता दस्तावेज़ Buyer Specification Document:  tionDocument  orrigendum गगग Extended Upto: 2024-06-21 11:00:00	mkp.gem.gc ument/2024 39_6ad3368 f	a7623cb8a3f665f22b47186  Sub-Spec  ification  ov.in/catalog_data/catalog_: /6/18/2024_06_18_10_26_3 9cbef42cdb6313ea5668c5b  ov.in/catalog_data/catalog_: cificationDocument/2024/5 _complete_pump_set_with.	support_docun 4_sct-14_2024 a7.pd support_docun 5/8/2000_gpm_ _2024-05- a2ea9cbc30.pd	nent/54/80/562/ 4-06-18-10-26- nent/buyer_doc -545m3hr- f	Yes /CatalogAttrs/Specifi	

# नियम और शर्तें|Terms and Conditions

- 1. General Terms and Conditions-
- 1.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.
- 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
- 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.

### 2. Buyer Added Bid Specific Terms and Conditions-

#### 2.1 Scope of Supply.

Scope of supply (Bid price to include all cost components): Only supply of Goods

#### 2.2 Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. Click here to view the file

#### 2.3 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.

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

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

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

### 2.7 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/ subcontractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

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 Warranty

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

## 2.10 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 11 Forms of FMD 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

TESC 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.

## 2.12 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

### 2.13 Certificates.

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

#### 2.14 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.

### 2.15 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

(A) Satisfactory Performance: The PO copy shall be supported by satisfactory Performance certificate. i ssued by respective Buyer Organization. However 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 Department/Private Organizations, the bidder shall submit a self-certificate in the following format along with proof of payment against the Purchase Ord er/ Rat e Contract add commissioning certificates (in case of equipment, P&M etc. where erection & commi ssioning is required): "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 pur chase order/ rate contract(s) and all the complaints lodged by the purchaser, if any, have been attended to and no complaints/ claims are pending".

Note: 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 Or ganization for the above Orders shall be uploaded with bid. Higher Specification shall be accessed based on multiplication of Head (m) and Discharge (m'/hr) of Pumps higher than the tendered item

(B) Exemption from Experience Criteria/Performance criteria If bidders have submitted documents to p rove the Startup/MSE status for the tendered item and their products are ISI marked/DGMS approved/ Prov en in CIL or its Subsidiary companies/Proven product of the ancillary unit of a Subsidiary Company of CIL, t hey will be required to submit the fo llowing applicable related documents, for relaxation from the c ri teria 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 cert ificate towards quality, assurance and capability from some authority lik e MSME, NSIC, etc, the bidder ne e ds to submit Proforma for Equipment and Quality Control' (as per Annexure-1) duly filled along with the bid for assessing the techno-commerci al capability of the vendors to manufacture and deliver goo ds 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 open in g 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 con sidered for provenness/exemption. This is in suppression point no 3 of page no 3 i.e. experience criteria.

(C) DOCUMENTS TO BE SUBMITTED BY BIDDERS WHO HAVE SUBMITTED EMD IN FORM OF DD/R TG S / 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 p ost finalization of tender:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

(D) In addition to clause of scope of supply, supervision at the time of installation is also required Successful Bidder has to test the Pumps discharge with head at the time of installation.

# E)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,

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

SI	Name of IEM	Address	e-Mail ID
1	Shri Arvind Kumar Kadyan, I DAS(Retd.),	B-2l1, PaschimVihar, New Delhi - 110063	arvindkadyan17@gmail.com
2	Shri Amrit Lugun, IFS(Ret d.),	A2/122, Ground floor, Safdarjung enclave, New Delhi-110029	a.lugan@ymail.com

In the event of any dispute between the management and the bidder relating to this Bid/thereafter contracts (where Integrity Pact is applicable), in case, both the partie s 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.

(F) 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 mad e part of offered catalogue for the particular item as these will become part of GeM PO.

H)Performance Bank Guarrantee (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 B ank 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 disput e 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 p aper 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 benefici		Bharat Coking Coal Limite	
ary	Name	d	
& its details	Area	HQ,BCCL	
	Bank Account no		
	•	35160317947	
	Deptt.	MM Department	
Beneficiary	State	e Bank of India	
Bank,			
Branch & Addr	Main Branch Dhanbad		
ess	Main Diancii Dilanda		
IFSC code	SBIN0000066		

Or

Name of benefici	Name	Bharat Coking Coal Limited	
ary	Area	HQ,BCCL	
& its details	Bank Accoun		
	t no.	019605001057	
	Deptt.	MM Department	
Beneficiary		ICICI Bank	
Bank,			
Branch & Addr	ICICI Bank, Dhanbad		
ess			
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.
- I) TReDS: Trade Receivables Discounting System (TReDS) is an initiative of Reserve bank of India (RBI) to facilit ate MSME receivable payments from corporates. BCCL has on boarded TReDS platform through Receivables Exch ange of India Ltd (RXIL) (URL https://www.rxil.in/Home/Index). MSE bidders willing to get payment through this system may get registered on TReDS platform and confirm the member code of RXIL in their offer. The bidder m ay contact Mr. Avinil Dey, Assistant Relationship Manager-Business Development, RXIL, Mob: +91 9875460974, (email-avinil.dey@rxil.in) for help in registration.

J)Pre-dispatch Inspection shall be done by nominated agency of BCCL i.e. Central Mine Planning & Design Institute Ltd (CMPDIL) Ranchi / their Regional Office (for details visit www.cmpdi.co.in ). Inspection fee @ 1% of total consignment billing (plus statutory levis like GST etc. as applicable on inspection fee) is to be paid to CMPDIL along with inspection c all 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 t oCMPDIL 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 I nstitute 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 monito ring 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 manufacturin g and during inspection activities.

Inspection fee @ 1% of total consignment billing (plus statutory levis like GST etc., as applicable on inspection f ee) is to be paid to M/s. CMPDIL along with inspection call letter payable by SBI Collect by the seller. The price i s 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 inspect ion within valid delivery period as per contract.

The ultimate responsibility for supply of correct materials as per requirement of relevant specification lies solel y 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 test s, 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 or failure of the material after testing the cost of tests as well as of the material shall have to be borne by the supplier.

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).
- 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 <a href="mailto:gmenm.cmpdi@coalindia.in">gmenm.cmpdi@coalindia.in</a>, with a copy to <a href="mailto:paresh.saxena@coalindia.in">paresh.saxena@coalindia.in</a> 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.

e claim.

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.

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

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 BHA RAT COKING COAL LIMITED and (Name of Supplier Company)
Messers
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 Compan y that if the Contractor shall in any way fail to observe or perform the terms and conditions of the said Agreeme nt 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

We, the Bank, further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect till the period that will be taken for the performance of the said Agreement which is likely to be the ....... day of....... but if the period of Agreement is extended either pursuant to the provisions in the said

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

of the guarantee failing which it shall pay to the Compant of the said sum of Rsas maybe due to the Compant hall remain in force until the dues of the Company in respector company certifies that the Agreement has been fully case.	any and as the Company may demand. This guarantee s pect of the said sum of Rs are fully satisfied and th		
The Bank further agrees with the Company that the Comf the Bank and without affecting in any way the obligation the said Agreement or to extend the time for performance ne for any time or from time to time any of the powers explicitly of the extendition of the powers explicitly from its liability by reason of such failure or extended the performance, act or omission on the part of the Company or yother matter or thing whatsoever which under the law e effect of relieving or discharging the Guarantor.	ns hereunder to vary any of the terms and conditions of the of the said Agreement from time to time or to postpo kercisable by the Company against the contractor and t ting to the said Agreement and the Bank shall not be re sion being granted to the contractor or through any for any indulgence by the Company to the contractor or an		
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 theday of20 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 gu	arantee and[(Name of the		
person(s)] who have signed it on behalf of the Bank has	authority to do so.		
Dated thisday of20			
Place			
n(s)	Signature of the authorized perso		
	For and on behalf of the Bank.		
	For and on benait of the bank.		
	For and on benair of the bank.		
No Claim (			
No Claim (	Certificate		
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(On company	Certificate		
To, (Contract Executing Officer)	Certificate v letterhead)		
To, (Contract Executing Officer) Procuring Entity NO CLAIM C	Certificate v letterhead)  ERTIFICATE		
To, (Contract Executing Officer)  Procuring Entity  NO CLAIM C  Sub: Contract Agreement no dated	Certificate ( letterhead)  ERTIFICATE		
To, (Contract Executing Officer) Procuring Entity NO CLAIM C	Certificate  ( letterhead)  ERTIFICATE  If and final settlement of all the payments due to us for the supply of COKING COAL LIMITED. We hereby unconditionally and without any reserription, on any account, against Procuring Entity, against aforesaid contr have received all the amounts payable to us, and have no dispute of any us and received by us, and that we shall continue to be bound by the ter		
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2.16 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document <u>Click here to view the file</u>.

## 2.17 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.

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिट 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.