

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687724770166

अनुबंध तिथि | Generated Date : 29-Mar-2025

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/5369074](#)

अनुसूची नाम | Schedule Name: Schedule 1

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रारूप Type : मंत्रालय Ministry : विभाग Department : संगठन का नाम Organisation Name : कार्यालय क्षेत्र Office Zone :	पद Designation : संपर्क नंबर Contact No. : ईमेल आईडी Email ID : जीएसटीआईएन GSTIN : पता Address :
Central PSU Ministry of Coal COAL INDIA LIMITED Bharat Coking Coal Limited BCCL Dhanbad Jharkhand	Assistant Manager1 - anils.yadav@nic.in 20AAACB7934MFZB 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 : प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: वित्तीय अनुमोदन का पदनाम Designation of Financial Approval :	Role: भुगतान का तरीका Payment Mode: पद Designation : ईमेल आईडी Email ID : जीएसटीआईएन GSTIN : पता Address:
No GM (Excavation), BCCL GM(MM)HOD	PAO Offline Senior Manager pay8.bccldhn@gembuyer.in 20AAACB7934MFZB MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India

विक्रेता विवरण Seller Details
जेम विक्रेता आईडी GeM Seller ID : कंपनी का नाम Company Name : संपर्क नंबर Contact No. : ईमेल आईडी Email ID : पता Address : एमएसएमई पंजीकरण संख्या MSME Registration number : जीएसटीआईएन GSTIN:
DFSC180000507909 EPIROC MINING INDIA PRIVATE LIMITED 09434027685 bikash.khati@epiroc.com 7th Floor, S.No.30/4A/1/1, Amar Tech Center, Wadgaon Sheri, Nagar Road, Viman Nagar, Pune, MAHARASHTRA-411014, - - 36AAECE7216R1Z4 (B) , (M) , 27AAECE7216R1Z3 (M) , (R)

*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 : 4-1/2" BUTTON BIT FOR QL 40 HAMMER MODEL APPLICABLE FOR ICM260 DRILL ब्रांड Brand : Epiroc 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: QL40 DTH BUTTON BIT एचएसएन कोड HSN Code: 82071900	5	pieces	17,977	जीएसटी GST (18%) : 13,711.271 जीएसटी उपकर 1 GST Cess 1 (0%) : 0 जीएसटी उपकर 2 GST Cess 2 (0 per accounting unit) : 0 जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) Input Tax Credit (ITC) on GST I (100%) : 13,711.271 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (100%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (100%) : 0	89,885
कुल ऑर्डर मूल्य Total Order Value (in INR)						89,885

परेषिती विवरण Consignee Detail						
क्र.सं. S.No	परेषिती 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
	पद Designation : -					

1	ईमेल आईडी Email ID : anshu.chaurasia@nic.in संपर्क Contact : 62872-42897- जीएसटीआईएन GSTIN : 20AAACB7934MFZB पता Address : Depot Officer, Central Stores, Jealgora BCCL, PO: Jealgora, Dhanbad, JHARKHAND-828110, India	4-1/2" BUTTON BIT FOR QL 40 HAMMER MODEL APPLICABLE FOR ICM260 DRILL	-	5	29-Mar-2025	28-Apr-2025
Product Specification for 4-1/2" BUTTON BIT FOR QL 40 HAMMER MODEL APPLICABLE FOR ICM260 DRILL						
विनिर्देश Specification		उप-विनिर्देश Sub-Spec			मूल्य Value	
Custom Specification		Custom Specification			Yes	
विक्रेता विशिष्टता दस्तावेज़ Seller Specification Document:						
1. SpecificationDocument1		mkp.gem.gov.in/catalog_data/catalog_support_document/78/27/182/CatalogAttrs/SpecificationDocument/2024/10/13/2024_10_13_15_42_52_ql40_2024-10-13-15-43-04_4ff946b281f502eca61bb88acc345bca.pdf				
खरीदार विशिष्टता दस्तावेज़ Buyer Specification Document:						
1. SpecificationDocument		mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/402957/54/78/703/CatalogAttrs/SpecificationDocument/2024/8/29/annexure_c_button_bit_ts_2024-08-29-17-26-35_33623363d9d267b7b77ec86409bb569e.pdf				
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						
आरसीएम/एफसीएम के संबंध में सामान्य खंड General Clauses w.r.t RCM/FCM						
<p>1. Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.</p> <p>2. For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.</p> <p>3. For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.</p> <p>4. For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess.</p> <p>5. For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer.</p>						
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 <i>Generic</i> OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.						
2.2 <i>Scope of Supply</i> : Scope of supply (Bid price to include all cost components) : Only supply of Goods						
2.3 <i>Certificates</i> : 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.						
2.4 <i>Certificates</i> : 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.						
2.5 <i>Forms of EMD and PBG</i> : Bidders can also submit the EMD with Account Payee Demand Draft in favour of						

BHARAT COKING COAL LTD.

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.

2.6 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.

2.7 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

1) Primary Product Category:

- I. Item Schedule no. 1- 4-1/2" BUTTON BIT FOR QL 40 HAMMER MODEL APPLICABLE FOR ICM260 DRILL
- II. Item Schedule no. 2- 9-7/8" TCRR DRILL BIT APPLICABLE FOR 250MM DRILL
- III. Item Schedule no. 3- 6-1/4" TCRR DRILL BIT APPLICABLE FOR 160MM DRILL

2) Proven- ness Criteria – The Consumable Goods/ Consumables shall be considered proven provide d that the tendered item(s) have been supplied during the last 5 ye ars from the date of tender opening, ag ainst orders of CIL and its subsidiaries, other PSUs, Government Departments and Private Organizations, a nd their perform ance has been found satisfactory.

Considering the practical difficulties in obtaining the performance reports in case where provenness of the offered product is being ascertained on the basis of supply made in ot
her subsidiaries of CIL or other PSUs/ Govt. Departments / Private Organizations, the bidder has to submit a self-certificate in the following form at, along with proof of payment a
gainst the Purchase Order(s) / Rate Contract (s):

*"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 r
espective 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. "*

For this purpose relevent order copy/copies and the subsequet satisfactory performance should be submitted.

Exemption from Proveness Criteria for MSE / Startup

If bidders have submitted documents to prove the Startup/MSE status for the tendered item and their prod ucts are ISI marked/DGMS approved/Proven in CIL or its Subsidiary c
ompanies/Proven product of the ancillary unit of a Subsidiary Company of CIL, they will be required to submit the following applicable relat ed 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 certifi cate towards quality, assurance and capability from some authority lik
e MSME, NSIC, etc, the bidder nee 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 goods as per the prescribed quality and technical specification (attached in Buyer Added Bid Specific ATC – Buyer A dded A
TC document). The document(s) / certificate(s) furnished by the bidders for ISI markings or DGMS approval for any relaxati on 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)

3) DOCUMENTS TO BE SUBMITTED BY BIDDERS WHO HAVE SUBMITTED EMD IN FORM OF DD/RTG 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 post finalization of tender: a. Copy of PAN Card. b. Copy of GSTIN. c. Copy of Cancelled Cheque. d. Copy of EFT Mandate duly certified by Bank.

4) Inspecting authority- GM(Excvn.)/HOD or his representatives.

5) PBG

Apart from 5 % e-PBG (SDBG) 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 period of contract 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-F.

7. The PBG(Annexure D) 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	

i. 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.

ii. 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.

6. 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

- Receivables Exchange of India Limited (RXIL), website- www.rxil.in
- A-treds Ltd (Invoicemart) , website- www.invoicemart.com
- Mynd Solutions Pvt.Ltd. (M1 exchange) , website- www.m1exchange.com

MSE bidders willing to get payment through this system may get registered on TReDS platform

orm and confirm the respective member code of TReDS Portals in their offer. The bidder may contact respective portals for any queries /details.

7. Annexure-C is to be filled by all bidders & to be uploaded in pdf format in offer document S.

8. Successful suppliers are required to submit the following documents 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).

Annexure-C

(Bidder Details)

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

1	dule as a whole as per auditor' c ertificate	
2	Place of value addition for each s chedule as per auditor' certificat e	

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

Annexure-D
(Performance Bank Guarantee Format)

M/s. Bharat Coking Coal Ltd.
KoylaBhawan
KoylaNagar
Dhanbad – 826005

Re : Bank Guarantee in respect of Notification of Award/Purchase order vide no.....dated... between
. (Name of Purchaser Company) and (Name of Supplier Company)

Messers a Company Firm having its office at No. (hereinafter called the Contractor) has received the Notification of Award/Purchase order vide no.....dated (hereinafter called 'the said agreement') with Coal India Limited , Kolkata on behalf of Bharat Coking Coal Limited /Purchaser Company (hereinafter called 'the Company') to supplystores/materials amounting to Rs on the terms and conditions contained in the said agreement.

The(Name of the Bank) having its Office at..... has at the request of the Contractor agreed to give the guarantee as hereinafter contained.

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

Any such demand shall be conclusive as regards the liability of the Contractor to the company and as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold, payment on the ground that the contractor has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the Company and the contractor regarding the claim.

We, the Bank- further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect till the period that will be taken for the performance of the said agreement which is likely to be theday of but if the period of agreement is extended either pursuant to the provisions in the said agreement or by mutual agreement between the contractor and the Company the Bank shall renew the period of the guarantee failing which it shall pay to the Company the said sum of Rs..... or such lesser amount out of the said sum of Rs..... as may be due to the Company and as the Company may demand. This guarantee shall remain in force until the dues of the Company in respect of the said sum of Rs..... are fully satisfied and the company certifies that the agreement has been fully carried out by the contractor and discharges the guarantee.

The Bank further agrees with the Company that the Company shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forbear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the contractor or through any forbearance, act or omission on the part of the Company or any indulgence by the Company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of relieving or discharging the Guarantor.

The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the Company the said sum of Rs or such lesser sum as may then be due to the Company and as the Company may require.

Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs..... only. The guarantee shall remain in force till the day of20... and unless the guarantee is renewed or a claim is preferred against the Bank within the validity period and/or the claim period from the said date, all rights of the company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

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

Dated this.....Day of.....20.....

Place.....

Signature of the authorized person

For and on behalf of the Bank

Annexure-F
(No Claim Certificate)

(On company letterhead)

To,

(Contract Executing Officer)

Procuring Entity _____

NO CLAIM CERTIFICATE

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

We have received the sum of Rs. (Rupees _____ only) in full and final settlement of all the payments due to us for the supply of _____ under the above mentioned contract agreement, between us and (CIL or Subsidiary). We hereby unconditionally and without any reservation whatsoever, certify that we have no claim whatsoever, of any description, on any account, against Procuring Entity, against aforesaid contract agreement executed by us. We further declare unequivocally, that we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and _____

received by us, and that we shall continue to be bound by the terms and conditions of the contract agreement, as regards performance of the contract.

Yours faithfully,

Signatures of contractor or
officer authorized to sign the contract documents
on behalf of the contractor
(company stamp)

Date: _____

Place: _____

2.8 Buyer Added Bid Specific ATC:

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

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.