

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687755367370

अनुबंध तिथि | Generated Date : 25-Oct-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4704659](#)

अनुसूची नाम | Schedule Name: Schedule 1, Schedule 2, Schedule 4, Schedule 3

| संगठन विवरण Organisation Details | खरीदार विवरण Buyer Details |
|---|---|
| प्रारूप 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 Manager2 संपर्क नंबर Contact No. : 62872-42898- ईमेल आईडी Email ID : buyer8.bccl.dhn@gembuyer.in जीएसटीआईएन GSTIN : 20AAACB7934MFZB पता Address : MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India |

| वित्तीय स्वीकृति विवरण Financial Approval Detail | भुगतान प्राधिकरण विवरण Paying Authority Details |
|--|--|
| आईएफडी सहमति IFD Concurrence : Yes प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: DT (P&P), BCCL वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : GM(MM)/HOD-MM(P), BCCL | Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : Senior Manager ईमेल आईडी Email ID : pay8.bccl.dhn@gembuyer.in जीएसटीआईएन GSTIN : 20AAACB7934MFZB पता Address : MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India भुगतान समयसीमा Payment Timelines: Payments shall be made to the seller within 21 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10-days time as provided in clause 12 of GeM GTC) |

| विक्रेता विवरण Seller Details |
|---|
| जेम विक्रेता आईडी GeM Seller ID : C670190000918196 कंपनी का नाम Company Name : AQUA MACHINERIES PRIVATE LIMITED संपर्क नंबर Contact No. : 08000155323 ईमेल आईडी Email ID : invoice@aquapumps.com पता Address : S. NO. 504/1+2, 442/2, NR. HARIDARSHAN ESTATE, NEAR HARIDARSHAN ESTATE, RAMOL, VATVA, AHMEDABAD, GUJARAT-382445, - एमएसएमई पंजीकरण संख्या MSME Registration number : - जीएसटीआईएन GSTIN: 24AACCP3014A1ZB (R), (M) खरीदार द्वारा मूल्यांकित एमआईआई स्थिति MII Status as evaluated by buyer : Verified खरीदार द्वारा सत्यापित एमएसएमई स्थिति MSME Status as verified by buyer : Not Verified |

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

वितरण निर्देश | Delivery Instructions : NA

| # | 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 : ABMS ब्रांड Brand : Pullen 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: ABMS एचएसएन कोड HSN Code: 84137010 | 2 | set | 1,690,703 | NA | 3,381,406 |
| 2 | उत्पाद का नाम Product Name : ABMS ब्रांड Brand : Pullen 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: ABMS | 2 | set | 1,621,361 | NA | 3,242,722 |

| | | | | | | |
|---|--|---|-----|-----------|----|------------|
| | एचएसएन कोड HSN Code: 84137010 | | | | | |
| 3 | उत्पाद का नाम Product Name : ABMS ब्रांड Brand : Pullen 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: ABMS एचएसएन कोड HSN Code: 84137010 | 2 | set | 3,345,649 | NA | 6,691,298 |
| 4 | उत्पाद का नाम Product Name : ABMS ब्रांड Brand : Pullen 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: ABMS एचएसएन कोड HSN Code: 84137010 | 6 | set | 1,907,361 | NA | 11,444,166 |

कुल ऑर्डर मूल्य | Total Order Value (in INR)

24,759,592

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 : con1.bccl.jh@gembuyer.in संपर्क Contact : 90316-66224- जीएसटीआईएन GSTIN : 20AAACB7934MFZB पता Address : Depot Officer, Central Store, Ekra, BCCL, Post Office- BANSJORA, Dhanbad, Jharkhand-828101., Dhanbad, JHARKHAND-828101, India | ABMS | - | 2 | 25-Oct-2024 | 23-Jan-2025 |
| | | ABMS | - | 2 | 25-Oct-2024 | 23-Jan-2025 |
| | | ABMS | - | 2 | 25-Oct-2024 | 23-Jan-2025 |
| | | ABMS | - | 6 | 25-Oct-2024 | 23-Jan-2025 |

Product Specification for ABMS

| 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/00/16/753/CatalogAttrs/SpecificationDocument/2024/4/5/2024_04_05_16_13_36_technical_specification_2024-04-05-16-13-38_5859c6eba48133872a4fa6659d37dd67.pdf |
|---|---|

खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

| | |
|--|--|
| 1. SpecificationDocument | mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/10863912/54/78/703/CatalogAttrs/SpecificationDocument/2024/2/9/tech_spec_600_gpm_180_m_head_submersible_pumps_with_2024-02-09-13-48-57_57c0873ba8c339a45bea778b0ac98995.pdf |
|--|--|

Product Specification for ABMS

| 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/00/16/753/CatalogAttrs/SpecificationDocument/2024/4/5/2024_04_05_16_13_36_technical_specification_2024-04-05-16-13-38_5859c6eba48133872a4fa6659d37dd67.pdf |
|---|---|

खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

| | |
|--|--|
| 1. SpecificationDocument | mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/10863912/54/78/703/CatalogAttrs/SpecificationDocument/2024/2/9/tech_spec_500_gpm_150_m_head_submersible_pumps_with_2024-02-09-13-51-45_cbb3412d112438a92b2808ef1644beb5.pdf |
|--|--|

Product Specification for ABMS

| 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/00/16/753/CatalogAttrs/SpecificationDocument/2024/4/5/2024_04_05_16_13_36_technical_specification_2024-04-05-16-13-38_5859c6eba48133872a4fa6659d37dd67.pdf |
|---|---|

खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

| | |
|--|--|
| 1. SpecificationDocument | mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/10863912/54/78/703/CatalogAttrs/SpecificationDocument/2024/2/9/tech_spec_1000_gpm_200_m_head_submersible_pumps_wit_2024-02-09-13-59-44_1c50a4bf78258eb8c57d64ae44213d86.pdf |
|--|--|

Product Specification for ABMS

| 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/00/16/753/CatalogAttrs/SpecificationDocument/2024/4/5/2024_04_05_16_13_36_technical_specification_2024-04-05-16-13-38_5859c6eba48133872a4fa6659d37dd67.pdf |
|---|---|

खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

| | |
|--|---|
| 1. SpecificationDocument | mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/10863912/54/78/703/CatalogAttrs/SpecificationDocument/2024/2/9/tech_spec_600_gpm_180_m_head_submersible_pumps_wit_2024-02-09-13-54-19_f889a95ee66613a03140a98818253bf0.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 | |

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

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.

2.4 Generic

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

2.5 Generic

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

2.6 Generic

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/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

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 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 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.

2.12 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):

N/A

Post Receipt Inspection at consignee site before acceptance of stores:

GM(E&M) I/C or his authorized representative

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 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.

2.15 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

(A) Satisfactory performance - 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. Considering the practical difficulties in obtaining the Performance Reports in cases where provenance 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."

(B) Past Project Experience : For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

(a) Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.

(b) Execution certificate by client with order value.

(c) Any other document in support of order execution like Third Party Inspection release note, etc.

(C) 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 technical 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 3 i.e. experience criteria.

(D) 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 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

(E) In addition to clause of scope of supply, technical supervision at the time of installation of pump must be provided by the supplier.

(F) Pre-Contract Integrity Pact

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, I DAS(Retd.), | B-211, PaschimVihar, New Delhi - 110063 | arvindkadyan17@gmail.com |
| 2 | Shri Amrit Lugun, IFS(Retd.), | D-1. External Affairs Hostel, K.G.Marg, New Delhi - 110001 | asha74lugun@gmail.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.

(G) 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.

(H) 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.

(1) TReDS: Trade Receivables Discounting System (TReDS) is an initiative of Reserve bank of India (RBI) to facilitate MSME receivable payments from corporates. BCCL has onboarded TReDS platform through Receivables Exchange 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 may contact Mr. Avinil Dey, Assistant Relationship Manager-Business Development, RXIL, Mob: +91 9875460974, (email-avinil.dey@rxil.in) for help in registration

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)

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

We, the Bank, further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect till the period that will be taken for the performance of the said Agreement which is likely to be the day of..... but if the period of Agreement is extended either pursuant to the provisions in the said Agreement or by mutual agreement between the Contractor and the Company, the Bank shall renew the period of the guarantee failing which it shall pay to the Company the said sum of Rs....., or such lesser amount out of the said sum of Rs.....as maybe 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 provision 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(s)) who have signed it on behalf of the Bank has authority to do so.

Dated this.....day of20.....

Place.....

Signature of the authorized person(s)

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 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:_____

2.16 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.