

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687782472175

अनुबंध तिथि | Generated Date : 01-Jan-2025

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/5184219](#)

| संगठन विवरण   Organisation Details   | खरीदार विवरण   Buyer Details  |
|--|---|
| प्रकार   Type : Central PSU<br>मंत्रालय   Ministry : Ministry of Coal<br>विभाग   Department : COAL INDIA LIMITED<br>संगठन का नाम   Organisation Name : Bharat Coking COAL Limited<br>कार्यालय क्षेत्र   Office Zone : BCCL Dhanbad Jharkhand | पद   Designation : Assistant Manager1<br>संपर्क नंबर   Contact No. : -<br>ईमेल आईडी   Email ID : anils.yadav@nic.in<br>जीएसटीआईएन   GSTIN : 20AAACB7934MFZB<br>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<br>प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval : DT OP<br>वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : GM MM HOD BCCL HQ | Role: PAO<br>भुगतान का तरीका   Payment Mode: Offline<br>पद   Designation : Senior Manager<br>ईमेल आईडी   Email ID : pay8.bocl.dhn@gembuyer.in<br>जीएसटीआईएन   GSTIN : 20AAACB7934MFZB<br>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 : 6A56180000660944<br>कंपनी का नाम   Company Name : TIL LIMITED<br>संपर्क नंबर   Contact No. : 03366332845<br>ईमेल आईडी   Email ID : CHENNAI.TIL@TILINDIA.COM<br>पता   Address : 1, TARATOLLA ROAD, GARDEN REACH, Kolkata, WEST BENGAL-700024, -<br>एमएसएमई पंजीकरण संख्या   MSME Registration number : -<br>जीएसटीआईएन   GSTIN : 19AABCT0704G1ZO (R) , 33AABCT0704G1ZY (S) , 19AABCT0704G1ZO (M) , (M) |

|   |
|---|
| खरीदार द्वारा मूल्यांकित एमआईआई स्थिति   MII Status as evaluated by buyer : Not Verified<br>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 : TIL 30T CAPACITY ROUGH TERRAIN HYDRAULIC MOBILE CRANE<br>ब्रांड   Brand : TIL<br>ब्रांड प्रकार   Brand Type : NA<br>कैटलॉग की स्थिति   Catalogue Status : NA<br>कैसे बेचा जा रहा है   Selling As : NA<br>श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : NA (-)<br>मॉडल   Model : RT 630C<br>एचएसएन कोड   HSN Code : 84261200 | 2                             | pieces      | 17,650,000                          | NA                                      | 35,300,000  |
| कुल ऑर्डर मूल्य   Total Order Value (in INR) |  |                               |             |                                     |   | 35,300,000  |

| 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 :-<br>ईमेल आईडी   Email ID : tarun.k3750@nic.in<br>संपर्क   Contact : 62876-96879-<br>जीएसटीआईएन   GSTIN : 20AAACB7934MFZB<br>पता   Address : Office of Depot Officer ,Regional Store Sijua Area , Post Office BANSJORA (SUB OFFICE), DHANBAD, JHARKHAND,<br>Dhanbad, JHARKHAND-828101, India | TIL 30T CAPACITY<br>ROUGH TERRAIN<br>HYDRAULIC MOBILE<br>CRANE | - | 1 | 01-Jan-2025 | 30-Jun-2025 |
| 2 | पद   Designation :-<br>ईमेल आईडी   Email ID : vaibhav.singh@nic.in<br>संपर्क   Contact : 94705-99735-<br>जीएसटीआईएन   GSTIN : 20AAACB7934MFZB<br>पता   Address : Depot Officer, Regional Store, Block-II, P.O.-Nudkhurkee,<br>Dist.-Dhanbad, Jharkhand, Pin code-828307.,<br>Bokaro, JHARKHAND-828307, India   | TIL 30T CAPACITY<br>ROUGH TERRAIN<br>HYDRAULIC MOBILE<br>CRANE | - | 1 | 01-Jan-2025 | 30-Jun-2025 |

### Product Specification for TIL 30T CAPACITY ROUGH TERRAIN HYDRAULIC MOBILE CRANE

| 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/00/77/615/CatalogAttrs/SpecificationDocument/2021/7/28/2021_07_28_10_54_23_rt-630c-1_2021-07-28-10-54-33_f938d5b823ff83f798f52bb7a7c0733b.pdf |
|---|--|

### खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

|  |  |
|--|--|
| 1. <a href="#">SpecificationDocument</a> | mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/402957/54/78/703/CatalogAttrs/SpecificationDocument/2024/7/19/tech_specs_30t_crane_new_24-25_updated_2024-07-19-19-28-16_6c5d5abb928a246c8fbaf2963bf5ffc7.pdf |
|--|--|

### शुद्धिपत्र | Corrigendum

- तक बढ़ाया गया | Extended Upto : 2024-09-10 11:00:00
- तक बढ़ाया गया | Extended Upto : 2024-09-14 13:00:00

### 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
- 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 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.

##### 2.2 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 Scope of Supply:

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

##### 2.4 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.

##### 2.5 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

#### 2.6 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.

#### 2.7 Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

#### 2.8 Service & Support:

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

#### 2.9 Service & Support:

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

#### 2.10 Inspection:

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

#### 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):

pre dispatch inspection shall be done by GM (Excv)/HOD or his authorized representative.

Post Receipt Inspection at consignee site before acceptance of stores:

GM (Excv)/HOD or his authorized representative

#### 2.12 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.

#### 2.13 Generic

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

#### 2.14 Warranty:

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

#### 2.15 Service & Support:

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

#### 2.16 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.

#### 2.17 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.

2.18 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

1. **Years of Past Experience required, Experience criteria and Past Performance clause mentioned in this GeM BID shall be as per Proven-ness criteria given in Buyer Specification Document as such Experience criteria and Past Performance clause mentioned in this GeM BID shall be deleted.**
2. **In respect of Pre-dispatch inspection clause of ATC of this GeM Bid, it shall be noted that before dispatch, the goods will be inspected by Buyer /GM (Excvn)/HOD or their Authorized Representative only. Before dispatch, the goods shall not be inspected by Nominated External Inspection Agency**
3. **The estimated bid is Rs. 4,40,91,908.00**
4. **In terms of the Integrity Pact(digitally signed), the Independent External Monitor(s) (IEMs) nominated for this tender are as follows,**
  1. **Shri Arvind Kumar Kadyan, IDAS (Retd.), B-2/1, Paschim Vihar, New Delhi - 110063, Email - arvin dkadyan17@gmail.com.**
  2. **To. Shri Amrit Lugun, IFS(Retd) A2/122, Safdarjung enclave New Delhi-110029. Email- [a.lugun@ymail.com](mailto:a.lugun@ymail.com).**

5. **Lowest Price Certificate**

The Tenderer should submit a certificate along with the offer confirming the prices quoted in the Tender are the lowest and not higher than as applicable to other Govt. Departments/ Undertakings including other Subsidiaries of CIL/ Private Organisations for equipment of same specifications.

6. **Other Documents,**

Bidders are required to submit the following documents along with their offer,

- i. **A write up in respect of its organization along with the documents like Certificate of Incorporation/ Registration etc.**
- ii. **Documentary evidence to establish the fact that they are equipment manufacturer for the offered capacity and type of equipment. Such documentary evidence can be ISO-9001 Certificate, Manufacturing License/ Certificate / Registration issued by the appropriate authorities of the manufacturer's country, Certificate from Chamber of Commerce and Industry of the manufacturer's country etc.**
- iii. **Audited Profit & Loss Accounts / Abridged Profit & Loss Accounts for the last three financial years from the date of tender opening in case of authorized dealer. If authorized dealer has not completed three financial years from its inception, the Profit & Loss accounts, as available, are to be uploaded**

3. **Security Deposit,**

The Security Deposit shall be for 5 % of total contract landed value. Security Deposit is to be submitted by bidders in e-PBG format of GeM as Security Deposit without linking to any particular equipment. The SD shall remain valid till 2 months after the completion of delivery period of equipment (i.e. 8 months delivery period from the date of issue of GeM Contract).

The Security Deposit Bank Guarantee will be released within 30 days after successful supply & commissioning of all the equipment and submission & acceptance of PBG. The Bank Guarantee for Security Deposit shall be extended till the Performance Bank Guarantee (s) are submitted by the firm received & accepted by BCCL, failing which Security Deposit will be forfeited.

Exemption to the following Firms in India from Security Deposit : Any Central/ State Government Organizations/ PSUs shall be exempted from submission of Security Deposit.

6. **Performance Bank Guarantee,**

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,

- i. **The successful bidder shall be required to furnish a Performance Guarantee equivalent to 10% value of the contract to cover the warranty/guarantee period.**
- ii. **The Performance Guarantee shall be in the form of a Bank Guarantee issued by a RBI scheduled bank in India as per given format in Annexure-D on a non-judicial stamp paper.**
- iii. **The Performance Bank Guarantee (PBG) shall be in the same currency (ies) in which contract has been signed/created. In case of multi-currency contract, separate PBG in respective currency for required value shall be submitted.**
- iv. **If the contract is for procurement of equipment, the PBG (s) may be submitted equipment wise also. For this purpose, the value of each equipment will be worked out by di**

viding the total value of contract for a particular item of Bid, worked out as per provisions contained in above point 6.(i), by the number of equipment(02 no) ordered for that particular item of the Bid.

- v. The PBG(s) shall remain valid till 3 months after the completion of warranty period (i.e.12months period from the date of commissioning of respective equipment covered in the contract).
- vi. The PBG shall be submitted, sufficiently in advance (say 3-4 weeks) to enable its verification before submission of the invoice for payment of the particular equipment(s).
- vii. The release of the Performance Bank guarantee(s) after above indicated period, shall be subject to satisfactory performance of the equipment/ items during warranty period (i.e.12 months period from the date of commissioning of respective equipment covered in the contract)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)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.
- viii. In case of procurement of equipment, if the successful tenderer which does not have the After Sales Service Support facilities in India like Depot/ Warehouse for supply of spare parts, Workshop facilities for servicing and repair of assemblies, sub-assemblies and equipment, availability of trained technical manpower etc., training facilities for providing training to CIL's personnel, wherever required, additional Performance Bank Guarantee for the 30% of value defined in point no.6 .i of the contract including all taxes, duties and other costs and charges shall have to be submitted. This 30% PBG will be released after establishment of After Sales Service Support facilities in India subject to confirmation of the same by concerned Head of Technical Department. However, the supplier shall have to submit PBG for 10% of the total contract value to be kept valid for the remaining period of the contract plus 3 months processing period before release of 30% PBG.

This 10% PBG will be released after satisfactory performance of all equipment/ items and fulfillment of contractual obligations including warranty obligations.

- ix. The PBG will be submitted through Structured Financial Management System (SFMS)
- x. 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         |                            |

- xi. 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.

- xii. 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.

er upon acceptance of PBG submitted by them.

7. Relaxation for MSEs and Start-ups

if the bidders in their offer will submit documents to prove the Startup/MSE status for the tendered item without certificate towards quality, assurance and capability from some authority like MSME, NSIC, etc., the TIA, if needed, may assess the techno-commercial capability of the vendors to manufacture and deliver goods as per the prescribed quality and technical specification before awarding contract to them.

For this purpose, a 'Proforma for Equipment and Quality Control' (as per Annexure-E) has to be enclosed in the tender documents and such MSEs/ Start-ups should be asked to submit the details of plant & machinery, quality control arrangements, etc., in the above proforma along with their bids for verification of their technical capability. After opening of bids, the verification of technical capability may be done by the concerned Technical Department immediately without any undue delay so that it is available for consideration at the time of evaluation/ processing of offers.

It should be ensured that the designated technical authority from whom the technical capability report is being called, is furnished with copy of the enquiry, the details of equipment, quality control, man-power availability, compliance/ deviation statements and any other relevant particulars related to manufacturing/supply of the item as furnished by the firm(s) along with their tender.

If required, a techno-commercial team of the organization may visit the manufacturing unit of the vendor without any undue delay for quick finalization of tenders.

In case there is deficiency in technical capability of the firm, the same is to be communicated to them by TIA for improvement in the quality of their product for future tenders and clearly indicating that their offer cannot be considered for relaxation against the tender in question in order to avoid any future complications. The issues relating to Technical capability may be decided by the Head of the Technical Department.

If favorable technical capability reports obtained earlier on such firms for supply of the item in question as per the required specification is available, these may be considered for granting relaxation to the criteria of prior experience and prior turnover provided date of such reports are not more than one year from the date of opening of bids.

If bidders have submitted documents to prove the Start-up/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, digitally signed (for documents submitted on e-procurement portal) / self-certified (for documents submitted in modes other than e-procurement portal), for relaxation from the criteria of prior experience and prior turnover:

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

The document(s)/certificate(s) furnished by the bidders for ISI markings or DGMS approval for any relaxation should be valid on the date of tender opening and a self-certified copy of such document(s)/certificate(s) valid on the date of supply, must accompany their bill(s).

**8. 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, Mo**

b: +91 9875460974, (email-avinil.dey@rxil.in) for help in registration.

**Annexure-A**  
**(Manufacturer's Authorization Form)**  
**Applicable in case of Indian Subsidiary/Indian Agent of an Indian Manufacturer**

To

Bharat Coking Coal Limited

(A Mini Ratna Company)

Regt. Off: KoylaBhawan, Koyla Nagar

Dhanbad-826005, India

Dear Sirs,

Sub: GeM Bid No..... Dated.....

1. WHEREAS we, [*name of manufacturer*] who are established and reputable manufacturers of goods having factories at [*address(es) of factory(ies)*] and as a matter of our corporate policy do not supply directly.
2. Do hereby authorize our [*Name & Address of Indian Agent/Indian Subsidiary*] to quote against the subject Tender on our behalf.
3. We certify that the business entity of our Indian Agent/Indian Subsidiary is in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent.
4. We stand guarantee for the quoted item by the above authorised Indian agent/ Indian Office/Indian Subsidiary/ Indian Manufacturing entity on our behalf and for fulfilment of all contractual obligations during the entire contract period.
5. In the event of failure on the part of our authorized Indian agent/Indian Subsidiary/ Indian Manufacturing entity in fulfillment of contractual obligations or change or closure of our authorized agent for any unforeseen reason, we shall take the responsibility to make alternate arrangements to support BCCL as well as execute the remaining period of the contract ourselves or through another competent entity fulfilling the eligibility criteria stipulated in the tender document.
6. We confirm that we shall provide requisite inspection and testing facilities at our works in respect of orders placed on authorized agent.
7. We confirm that letter submitted by the agents for inspection of goods would be accompanied by a certificate from us that the goods offered for inspection as indicated in the letter have been manufactured by us.
8. We confirm to ensure the supply of spares & consumables and service support for smooth running of the equipment throughout its life for the equipment throughout its life for the equipment being offered.

(Signature)

(Name)

(Designation)

(Seal)

**Signed for and on behalf of [Name of manufacturers].**

Note: This letter of authority should be on the letterhead of the Manufacturer.

Annexure-B

**(Principal Manufacturer's Declaration Form)**  
**(Applicable In case of Indian Manufacturing entity of foreign manufacturer)**

To

Bharat Coking Coal Limited

(A Mini Ratna Company)

Regt. Off: KoylaBhawan, Koyla Nagar

Dear Sirs,

Sub: GeM Bid No..... Dated.....

We (Principal manufacturer) have decided to manufacture (Name and model of the Equipment or range of Equipment) ..... in India. The manufacturing activity shall be taken up by M/s.....having Registered office at (Address) .....in their manufacturing facility at ..... (Address of factory) who have submitted their bid against this tender.

In this regard we certify the following:

1. That M/s-----(Name of Bidder)-----is having sufficient infrastructure and vendor base in India in addition to direct support from us to undertake the manufacturing as per our design and specification, quality assurance and testing of the Equipment in their works in India.
2. That the equipment being quoted by M/s .....in this tender No..... shall be manufactured in India.
3. That the equipment along with spares and consumables to be supplied against this tender will have indigenous content of not less than 50% / 20%.
4. We have entered into a technical collaboration agreement/ license agreement with M/s ..... (Name of bidder) for manufacturing of the above equipment (Collaboration Agreement/ license Agreement enclosed).

OR (Strike of whichever not applicable)

M/s (Bidder) is our Indian Subsidiary/Indian Manufacturing Entity and we have sufficient Managerial control over the (Bidder)\_with respect to the manufacturing, testing & quality control and supply with respect to the quoted Equipment.(Copy of valid Legal Document/ Agreement i.e. MOU, Certificate of Incorporation as subsidiary of Principal Manufacturer to be enclosed for manufacturer quoting under Indian Manufacturing Entity of Principal Manufacturer).

5. In the event of failure on the part of Indian Collaborator/Licensee/ Indian Subsidiary/ Indian Manufacturing Entity in fulfilment of contractual obligations or closure of Indian Collaborator/ Licensee/ Indian Subsidiary/ Indian Manufacturing Entity for any unforeseen reason, we shall take the responsibility to make alternate arrangements to support BCCL as well as execute the remaining period of the contract ourselves or through another competent Indian entity fulfilling the eligibility criteria stipulated in the tender document as applicable.
6. We undertake for the successful performance of the equipment with the indigenization carried out by the indigenous manufacturer during lifetime of the equipment.
7. We confirm to ensure the supply of spares & consumables and service support for smooth running of the equipment throughout its life for the equipment throughout its life for the equipment being offered.
8. We confirm our acceptance to be a signatory to the contract in case of acceptance of offer of our Indian Collaborator /Licensee/ Indian Subsidiary/ Indian Manufacturing Entity of Foreign Manufacturer.

(Signature)

(Name)

(Designation)

(Seal)

Signed for and on behalf of [Name of manufacturers].



**Note: This letter of authority should be on the letter head of the Manufacturer**

**Annexure-C  
(Bidder Details)**

| <b>I</b> | <b>Details required</b>   | <b>Bidder Details</b> |
|----------|---|-----------------------|
|          | <b>Offer no. and Date</b>   |                       |
|          | <b>Name of the Tenderer</b>   |                       |
|          | <b>Address of the Tenderer</b>  |                       |
|          | <b>Phone no. of office</b>  |                       |
|          | <b>Fax No of office</b>   |                       |
|          | <b>E-mail id of office</b>  |                       |
|          | <b>Contact person name &amp; designation</b>  |                       |
|          | <b>Contact person Mobile no.</b>  |                       |
|          | <b>Contact person e-mail id</b>   |                       |
|          | <b>If the tenderer is a Dealer</b>  |                       |
| <b>1</b> | <b>Name of manufacturer<br/>(If the tenderer is not Manufacturer)</b>   |                       |
| <b>2</b> | <b>Address of the manufacturer</b>  |                       |
| <b>3</b> | <b>Phone /fax/email id of manufacturer</b>  |                       |
| <b>4</b> | <b>Nature of company (Govt/PSU/Private Ltd/Public Ltd/Other (please specify))</b>   |                       |
| <b>5</b> | <b>Ownership (Proprietorship/partnership/other)</b>   |                       |
| <b>6</b> | <b>Name of the Chief Executive of tenderer / Proprietor</b>   |                       |
| <b>7</b> | <b>Email id of the Chief Executive of Tenderer / Proprietor</b>   |                       |
| <b>8</b> | <b>Supply address (from which place and state the materials will be supplied) to be mentioned for equipment and spares &amp; consumables separately</b> |                       |
| <b>9</b> | <b>Billing address from where billing to be done for equipment</b>  |                       |

|          |   |  |
|----------|---|--|
|          | <b>and spare &amp; consumables</b>                    |  |
| <b>0</b> | <b>Type of local supplier (Class-I/<br/>Class-II)</b> |  |
| <b>1</b> | <b>% of Local Content</b>                             |  |

**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 Sup  
plier Company)**

**Messers ..... a Company Firm having its office at No. . . . . (herei  
nafter called the Contractor) has received the Notification of Award/Purchase order vide no  
.....dated ..... (hereinafter called 'the said agreement') with Coal India Limited , K  
olkata on behalf of Bharat Coking Coal Limited /Purchaser Company (hereinafter called 'the  
Company') to supply .....stores/materials amounting to Rs . . . . . o  
n 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 Compan  
y 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 sh  
all 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 an  
y 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 compa  
ny and as regards the amount payable by the Bank under this guarantee. The Bank shall no  
t 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 proceedin  
g or legal proceeding is pending between the Company and the contractor regarding the cla  
im.**

**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 performanc  
e of the said agreement which is likely to be the ....day of . . . .... but if the period of agree  
ment is extended either pursuant to the provisions in the said agreement or by mutual agr  
eement between the contractor and the Company the Bank shall renew the period of the gu  
arantee failing which it shall pay to the Company the said sum of Rs..... or such lesser a  
mount out of the said sum of Rs..... as may be due to the Company and as the Compan  
y may demand. This guarantee shall remain in force until the dues of the Company in respe**

ct of the said sum of Rs..... are fully satisfied and the company certifies that the agreement has been fully carried out by the contractor and discharges the guarantee.

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

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

Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs..... only. The guarantee shall remain in force till the ..... day of ..... ..20... and unless the guarantee is renewed or a claim is preferred against the Bank within the validity period and/or the claim period from the said date ,all rights of the company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

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

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

Place.....  
son

Signature of the authorized person

For and on behalf of the Bank

**Annexure-E**

**(PROFORMA FOR EQUIPMENT AND QUALITY CONTROL FOR MSE BIDDER)**

Reference: CIL/Subsidiary Co. \_\_\_\_\_ Tender No. \_\_\_\_\_  
Date \_\_\_\_\_ for supply of \_\_\_\_\_

1. Name and Address of the Firm
2. (a) Telephone No. office/factory/works  
(b) Fax No. / E-mail ID
3. Location of manufacturing works/factories owned by the firm (documentary evidence of ownership must be produced).
4. Brief description of the factory (i.e. area covered accommodation, Department into which it is divided, laboratory etc.)
5. Details of plant and machinery erected and functioning in each department (monographs and description pamphlets) be supplied if available.
6. Whether the process of manufacture in the factory is carried out with the aid of power or without it.
7. Process Flow Chart for the whole manufacturing process of the tendered item.
8. Details and stocks of raw materials held.
9. Production capacity of items quoted for with the existing plants and machinery
  - (a) Normal
  - (b) Maximum
10. Details of Quality Assurance Plan and Quality Control infrastructure such as laboratories etc.
11. (a) Details of technical supervisory staff in-charge of production and quality control  
(b) Skilled labour employed.  
(c) Unskilled labour employed  
(d) Maximum number of workers (skilled and unskilled) employed on any day during 18 months preceding the date of application.
12. Whether stores were tested to any standard specification, if so, copies of original test certificate should be submitted in duplicate.

.....  
(Signature of Tenderer)

**NB: Details against Sl. no. 5 to 12 need be restricted to the extent they pertain to the items**

**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:** \_\_\_\_\_

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.

