

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687751224530

अनुबंध तिथि | Generated Date : 30-Oct-2025

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2025/B/6465793](#)

अनुसूची नाम | Schedule Name: Schedule 5, Schedule 1, Schedule 4, Schedule 2, Schedule 3

| संगठन विवरण Organisation Details | खरीदार विवरण Buyer Details |
|---|--|
| प्रारूप Type : Central PSU | पद Designation : Assistant Manager7 |
| मंत्रालय Ministry : Ministry of Coal | संपर्क नंबर Contact No. : 93046-67643- |
| विभाग Department : COAL INDIA LIMITED | ईमेल आईडी Email ID : nikhil.prakash@nic.in |
| संगठन का नाम Organisation Name : Bharat Coking Coal Limited | जीएसटीआईएन GSTIN : - |
| कार्यालय क्षेत्र Office Zone: BCCL Dhanbad Jharkhand | 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 | Role: PAO |
| प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: D(T) OP ,BCCL | भुगतान का तरीका Payment Mode: Offline |
| वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : D(T) OP,BCCL | पद Designation : Senior Manager |
| | ईमेल आईडी Email ID : pay8.bccldhn@gembuyer.in |
| | जीएसटीआईएन GSTIN : 20AAACB7934MFZB |
| | पता Address: MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India |

| विक्रेता विवरण Seller Details |
|---|
| जेम विक्रेता आईडी GeM Seller ID : D608180000104512 |
| कंपनी का नाम Company Name : JK TYRE & INDUSTRIES LIMITED |
| संपर्क नंबर Contact No. : 09717890391 |
| ईमेल आईडी Email ID : girish@jkmail.com |
| पता Address : Jaykaygram, PO Tyre Factory, Kankroli, Distt Rajsamand, Kankroli, Distt. Rajsamand, Rajasthan-313342, - |
| एमएसएमई पंजीकरण संख्या MSME Registration number : - |
| जीएसटीआईएन GSTIN: 37AAACJ6716F1ZN (B) , 10AAACJ6716F1Z3 (B) , 22AAACJ6716F1ZY (B) , 07AAACJ6716F1ZQ (B) , 30AAACJ6716F1Z1 (B) , 24AAACJ6716F1ZU (B) , 02AAACJ6716F2ZZ (B) , 06AAACJ6716F1ZS (B) , 20AAACJ6716F1Z2 (B) , 04AAACJ6716F2ZV (B) , 29AAACJ6716F1ZK (B) , 23AAACJ6716F2ZV (B) , 32AAACJ6716F1ZX (B) , 27AAACJ6716F1ZO (B) , 36AAACJ6716F1ZP (B) , 03AAACJ6716F1ZY (B) , 19AAACJ6716F1ZL (B) , 05AAACJ6716F1ZU (B) , 16AAACJ6716F1ZR (B) , 34AAACJ6716F1ZT (B) , 21AAACJ6716F1ZO (B) , 08AAACJ6716F1ZO (M) , 29AAACJ6716F1ZK (M) , 03AAACJ6716F1ZY (B) , 19AAACJ6716F1ZL (B) , 06AAACJ6716F1ZS (G) , 09AAACJ6716F1ZM (B) , 23AAACJ6716F2ZV (B) , 18AAACJ6716F1ZN (G) , 24AAACJ6716F1ZU (B) , 01AAACJ6716F2Z1 (B) , 33AAACJ6716F1ZV (M) , 27AAACJ6716F1ZO (B) , 20AAACJ6716F1Z2 (B) , 24AAACJ6716F1ZU (B) , 33AAACJ6716F1ZV (B) , (B) , (B) , (B) , (B) , 27AAACJ6716F1ZO (B) , (B) , 33AAACJ6716F1ZV (B) , 08AAACJ6716F1ZO (B) , (B) , (B) , (B) , (B) , 21AAACJ6716F1ZO (G) , 19AAACJ6716F1ZL (G) , 09AAACJ6716F1ZM (B) , 23AAACJ6716F2ZV (B) , 24AAACJ6716F1ZU (B) , 21AAACJ6716F1ZO (B) , 09AAACJ6716F1ZM (B) , 06AAACJ6716F1ZS (B) , 24AAACJ6716F1ZU (B) , 06AAACJ6716F1ZS (B) , 37AAACJ6716F1ZN (B) , 27AAACJ6716F1ZO (G) , 16AAACJ6716F1ZR (G) , 27AAACJ6716F1ZO (B) , (B) , 18AAACJ6716F1ZN (B) , 09AAACJ6716F1ZM (G) , (G) , 29AAACJ6716F1ZK (M) , 03AAACJ6716F1ZY (G) , 23AAACJ6716F2ZV (B) , 01AAACJ6716F2Z1 (B) , 09AAACJ6716F1ZM (B) , 07AAACJ6716F1ZQ (B) , 19AAACJ6716F1ZL (G) , 05AAACJ6716F1ZU (M) , 08AAACJ6716F1ZO (R) , (B) , 27AAACJ6716F1ZO (B) , 33AAACJ6716F1ZV (B) , 32AAACJ6716F1ZX (B) , 08AAACJ6716F1ZO (B) , 36AAACJ6716F1ZP (B) , 29AAACJ6716F1ZK (B) , (B) , 36AAACJ6716F1ZP (B) , 03AAACJ6716F1ZY (B) , 27AAACJ6716F1ZO (G) , 19AAACJ6716F1ZL (B) , 09AAACJ6716F1ZM (B) , (B) , 08AAACJ6716F1ZO (B) , 09AAACJ6716F1ZM (B) , 33AAACJ6716F1ZV (B) , 27AAACJ6716F1ZO (B) , 20AAACJ6716F1Z2 (B) , 24AAACJ6716F1ZU (B) , 06AAACJ6716F1ZS (G) , 27AAACJ6716F1ZO (B) , 09AAACJ6716F1ZM (B) , 32AAACJ6716F1ZX (B) , 27AAACJ6716F1ZO (G) , 30AAACJ6716F1Z1 (B) , 27AAACJ6716F1ZO (G) , 24AAACJ6716F1ZU (B) , (B) , 21AAACJ6716F1ZO (G) , 24AAACJ6716F1ZU (B) , 03AAACJ6716F1ZY (B) , 05AAACJ6716F1ZO (B) , 23AAACJ6716F2ZV (M) , 08AAACJ6716F1ZO (G) , 22AAACJ6716F1ZY (G) , 09AAACJ6716F1ZM (B) , 24AAACJ6716F1ZU (G) , 09AAACJ6716F1ZM (B) , 02AAACJ6716F2ZZ (B) , 23AAACJ6716F2ZV (G) , 06AAACJ6716F1ZS (B) , 17AAACJ6716F1ZP (B) , 06AAACJ6716F1ZS (B) , 24AAACJ6716F1ZU (B) , 18AAACJ6716F1ZN (B) , 33AAACJ6716F1ZV (B) , 03AAACJ6716F1ZY (B) , 19AAACJ6716F1ZL (B) , 33AAACJ6716F1ZV (B) , 23AAACJ6716F2ZV (G) , 32AAACJ6716F1ZX (B) , 29AAACJ6716F1ZK (B) , 07AAACJ6716F1ZQ (B) , 21AAACJ6716F1ZO (B) |

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|---|--------------|
| 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

| उत्पाद विवरण Product Details | | | | | | |
|--------------------------------|-------------------------------|----------------------|-------------|-------------------------------|---|--|
| # | आइटम विवरण Item Description | आइटम विवरण Ordered | इकाई Unit | इकाई मूल्य (INR) Unit Price | कर विभाजन (INR) Tax Bifurcation (INR) | मूल्य (INR में सभी शुल्क और कर सहित) Price |

| | | Quantity | | (INR) | | (Inclusive of all Duties and Taxes in INR) | | |
|--|---|----------|--------|--|--|--|---|--|
| 1 | उत्पाद का नाम Product Name : JK TYRE L3 23.5-25 OTR Tyre ब्रांड Brand : JK TYRE ब्रांड प्रकार Brand Type : Registered Brand कैटलॉग की स्थिति Catalogue Status: OEM verified catalogue कैसे बेचा जा रहा है Selling As : OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : OTR Tyres (V2) (Q3) मॉडल Model: 23.5-25_VEM99_L3_20PR_TL एचएसएन कोड HSN Code: 40118000 | 10 | pieces | 81,940.48 | जीएसटी GST (28%) : 179,244.8 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%) : 179,244.8 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (100%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (100%) : 0 | 819,404.8 | | |
| 2 | उत्पाद का नाम Product Name : T/T Tyre with Tube & Flap, Size - 11.00 X 20, 16/15 PR, E3 ब्रांड Brand : JK TYRE 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: 11.00-20_TIPPERCHAMP_18PR_ML3_TT एचएसएन कोड HSN Code: 40118000 | 10 | pieces | 21,814 | जीएसटी GST (28%) : 47,718.125 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%) : 47,718.125 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (100%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (100%) : 0 | 218,140 | | |
| 3 | उत्पाद का नाम Product Name : JK TYRE E4 24.00-35 OTR Tyre ब्रांड Brand : JK TYRE ब्रांड प्रकार Brand Type : Registered Brand कैटलॉग की स्थिति Catalogue Status: OEM verified catalogue कैसे बेचा जा रहा है Selling As : OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : OTR Tyres (V2) (Q3) मॉडल Model: 24.00-35_VEM045_E4_48PR_TI एचएसएन कोड HSN Code: 40118000 | 260 | pieces | 217,021 | जीएसटी GST (28%) : 12,343,069.375 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%) : 12,343,069.375 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (100%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (100%) : 0 | 56,425,460 | | |
| 4 | उत्पाद का नाम Product Name : JK TYRE E3 13.00-24 OTR Tyre ब्रांड Brand : JK TYRE ब्रांड प्रकार Brand Type : Registered Brand कैटलॉग की स्थिति Catalogue Status: OEM verified catalogue कैसे बेचा जा रहा है Selling As : OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : OTR Tyres (V2) (Q3) मॉडल Model: GTL CHAMP एचएसएन कोड HSN Code: 40118000 | 16 | pieces | 28,433 | जीएसटी GST (28%) : 99,515.5 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%) : 99,515.5 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (100%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (100%) : 0 | 454,928 | | |
| 5 | उत्पाद का नाम Product Name : JK TYRE E4 18.00-25 OTR Tyre ब्रांड Brand : JK TYRE ब्रांड प्रकार Brand Type : Registered Brand कैटलॉग की स्थिति Catalogue Status: OEM verified catalogue कैसे बेचा जा रहा है Selling As : OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : OTR Tyres (V2) (Q3) मॉडल Model: 18.00-25_VEM99_E4_32PR_TL_J2 एचएसएन कोड HSN Code: 40118000 | 100 | pieces | 91,156 | जीएसटी GST (28%) : 1,994,037.5 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%) : 1,994,037.5 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (100%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (100%) : 0 | 9,115,600 | | |
| कुल ऑर्डर मूल्य Total Order Value (in INR) | | | | | | 67,033,532.8 | | |
| | | | | | | | | |
| 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 |
| 1 | पद Designation : - 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, | | | JK TYRE L3 23.5-25 OTR Tyre | - | 10 | 30-Oct-2025 | 28-Jan-2026 |
| | | | | T/T Tyre with Tube & Flap, Size - 11.00 X 20, 16/15 PR, E3 | - | 10 | 30-Oct-2025 | 28-Jan-2026 |
| | | | | JK TYRE E4 24.00-35 OTR Tyre | - | 260 | 30-Oct-2025 | 28-Apr-2026 |

| | | | | | | |
|--|---|---|---|-----|-----------------------|-------------|
| | Dhanbad, JHARKHAND-828110, India | JK TYRE E3 13.00-24 OTR Tyre | - | 16 | 30-Oct-2025 | 28-Jan-2026 |
| | | JK TYRE E4 18.00-25 OTR Tyre | - | 100 | 30-Oct-2025 | 28-Apr-2026 |
| Product Specification for JK TYRE L3 23.5-25 OTR Tyre | | | | | | |
| विनिर्देश Specification | | उप-विनिर्देश Sub-Spec | | | | मूल्य Value |
| Generic | | TRA Code | | | | L3 |
| Dimension and Constructions | Primary Material of Tyre | | | | Nylon | |
| | Tyre Type | | | | Tubeless | |
| | Tyre Size (Inch) | | | | 23.5-25 | |
| | Load Capacity of Tyre (In Kg) | | | | 7001-8000 | |
| | Specify Load Capacity of Tyre (In Kg) | | | | 10900 kilogram | |
| | Speed at which Load Capacity of Tyre is define (In km/Hr) | | | | 10 | |
| | Ply Rating | | | | 20 | |
| | Provided with | | | | O-ring | |
| Certification, Testing & Warranty | | Agreed to furnish all the test reports and certificates to buyer/consignee on demand | | | | Yes |
| | | | | | | |
| Product Specification for T/T Tyre with Tube & Flap, Size - 11.00 X 20, 16/15 PR, E3 | | | | | | |
| 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/74/37/820/CatalogAttrs/SpecificationDocument/2025/8/3/2025_08_03_19_11_38_11-00-20_tipper_champ_18pr_tt_2025-08-03-19-11-40_8ba82a047b294c65ad1b5176b8c1a325.pdf | | | | |
| | | | | | | |
| खरीदार विशिष्टता दस्तावेज़ Buyer Specification Document: | | | | | | |
| 1. SpecificationDocument | | mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/10863905/54/78/703/CatalogAttrs/SpecificationDocument/2025/7/17/technical_2025-07-17-18-35-56_856625eb8119c2f312f08448ce398c20.pdf | | | | |
| | | | | | | |
| Product Specification for JK TYRE E4 24.00-35 OTR Tyre | | | | | | |
| विनिर्देश Specification | | उप-विनिर्देश Sub-Spec | | | | मूल्य Value |
| Generic | | TRA Code | | | | E4 |
| Dimension and Constructions | Primary Material of Tyre | | | | Nylon | |
| | Tyre Type | | | | Tubeless | |
| | Tyre Size (Inch) | | | | 24.00-35 | |
| | Load Capacity of Tyre (In Kg) | | | | 7001-8000 | |
| | Specify Load Capacity of Tyre (In Kg) | | | | 31500 kilogram | |
| | Speed at which Load Capacity of Tyre is define (In km/Hr) | | | | 10 | |
| | Ply Rating | | | | 48 | |
| | Provided with | | | | O-ring | |
| Certification, Testing & Warranty | | Agreed to furnish all the test reports and certificates to buyer/consignee on demand | | | | Yes |
| | | | | | | |
| Product Specification for JK TYRE E3 13.00-24 OTR Tyre | | | | | | |
| विनिर्देश Specification | | उप-विनिर्देश Sub-Spec | | | मूल्य Value | |
| Generic | | TRA Code | | | E3 | |
| | Primary Material of Tyre | | | | Natural Rubber (NR) | |
| | Tyre Type | | | | Tube tyre (with Tube) | |
| | Tyre Size (Inch) | | | | 13.00-24 | |

| | | |
|---|--|---------------------|
| Dimension and Constructions | Load Capacity of Tyre (In Kg) | 2001-2500 |
| | Specify Load Capacity of Tyre (In Kg) | 2500 kilogram |
| | Speed at which Load Capacity of Tyre is define (In km/Hr) | 10 |
| | Ply Rating | 12 |
| | Provided with | Flap |
| Certification, Testing & Warranty | Agreed to furnish all the test reports and certificates to buyer/consignee on demand | Yes |
| | | |
| खरीदार परिभाषित अतिरिक्त विशिष्टता के लिए Buyer Defined Additional Specification for JK TYRE E3 13.00-24 OTR Tyre | | |
| विनिर्देश Specification | | मूल्य Value |
| Ply Rating | | 16/18 PR |
| | | |
| Product Specification for JK TYRE E4 18.00-25 OTR Tyre | | |
| विनिर्देश Specification | उप-विनिर्देश Sub-Spec | मूल्य Value |
| Generic | TRA Code | E4 |
| Dimension and Constructions | Primary Material of Tyre | Nylon |
| | Tyre Type | Tubeless |
| | Tyre Size (Inch) | 18.00-25 |
| | Load Capacity of Tyre (In Kg) | 8001-9000 |
| | Specify Load Capacity of Tyre (In Kg) | 8750 kilogram |
| | Speed at which Load Capacity of Tyre is define (In km/Hr) | 50 |
| | Ply Rating | 32 |
| | Provided with | O-ring |
| Certification, Testing & Warranty | Agreed to furnish all the test reports and certificates to buyer/consignee on demand | Yes |
| | | |
| शुद्धिपत्र Corrigendum | | |
| 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. Special terms and conditions- Version:1 effective from 04-02-2025 | | |
| 1.1 | Special Terms and Conditions for OTR Tyres | |
| <p>1. The category: “OTR Tyres” is to cater to the requirements of procurement of OTR Tyres. This category is bid only category and Direct Purchase is not enabled.</p> <p>2. The buyer may specify the details of the vehicle for which OTR tyres are required.</p> <p>3. Details with respect to TKPH may be specified by the buyer in the bid (wherever required).</p> | | |

4. Details on environmental conditions, working conditions and specific application may also be included by the buyer in the bid.
5. Details on warranty shall be specified by the buyer in the bid.
6. The buyer may verify that the supplied tyre is not more than 6 months old from its manufacturing date.

2. General Terms and Conditions-

- 2.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 2.2 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
- 2.3 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.

3. Buyer Added Bid Specific Terms and Conditions-

3.1 Generic.

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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

3.2 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.

3.3 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](#).

3.4 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.

3.5 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.

3.6 Scope of Supply.

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

3.7 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):

Not applicable

Post Receipt Inspection at consignee site before acceptance of stores:

Nominated by GM(Excvn)/HOD,BCCL

3.8 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.

3.9 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.

3.10 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.

3.11 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.

3.12 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

3.13 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Additional terms of Bid

L. Security Deposit,

The Security Deposit shall be for 5% of total contract value . Security Deposit is to be submitted by bidders in e-PBG format of GeM as Security Deposit. The SD shall remain valid till 3 months after the completion of delivery period(6 months) from the date of issue of G eM Contract.

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

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

c. The Security Deposit shall be in the same currency(ies) in which contract is to be signed/ issued. In case of multi-currency contract, separate Security Deposit Bank Guarantee (SDBG) in respective currency for required value as above shall be submitted.

d. In case of equipment, SDBG shall not be individual equipment wise. However, multiple Bank Guarantees for Security Deposit shall be permissible provided value of all the SDBGs totals to 5% of the contract value, and all are submitted simultaneously within the specified time schedule and all of them are in the same prescribed format of SDBG without linking to any particular equipment.

e. The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee in case of supply contracts and in case of contracts for equipment involving installation and commissioning, 3 months after the supply and commissioning of all the equipment covered in the contract.

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

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

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

i. All Central/State Government Organization/PSUs shall be exempted from submission of S

Security Deposit. OEM/OES shall also be exempted from submission of Security Deposit in case of procurement of Spare Parts for equipment against Single Tender Enquiry/Open/Limited Tenders.

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

2. Performance Bank Guarantee for 24 months Warranty period:

Apart from 5 % e-PBG(SDBG) as per GeM format (which is towards security Deposit) and , the successful bidder shall be required to furnish performance bank Guarantee for 24 months Warrantee, 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 27(24+3) months for 24 months warranty.
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 24 months warranty period (Date calculated from date of installation & commissioning).
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:

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

7. The PBG(Annexure A) 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.

11. 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.

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-C) has to be enclosed in the tender documents and such MSEs/ Startups 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 favourable 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 Startup/MSE status for the tendered items 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).

4.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 TReDS platforms

- i. Receivables Exchange of India Limited (RXIL), website- www.rxil.in
- ii. A-treds Ltd(Invoicemart), website- www.invoicemart.com
- iii. Mynd Solutions Pvt.Ltd.(M1 exchange) , website- www.m1exchange.com
- iv. C2F0 Factoring Solutions Pvt Ltd, website-www.c2treds.com

MSE bidders willing to get payment through this system may get registered on TReDS platform and confirm the respective member code of TReDS Portals in their offer. The bidder may contact respective portals for any queries /details.

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

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

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

| SI | Name of IEM | Address | e-Mail ID |
|----|---------------------------------------|---|--------------------------|
| 1 | Shri Arvind Kumar Kadyan, IAS(Retd.), | B-211, PaschimVihar, New Delhi - 110063 | arvindkadyan17@gmail.com |
| 2 | Shri AmritLugan, IAS(Retd.), | A2/122, Safdarjung enclave New Delhi-110029 | a.lugan@ymail.com |

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

6. Primary Product Category

For schedule 1, primary product will be OTR Tyre 11 x 20

For schedule 2, primary product will be OTR Tyre 13 x 24

For Schedule 3, primary product will be OTR Tyre 18x25

For Schedule 4, primary product will be OTR Tyre 24x35

For Schedule 5, primary product will be OTR Tyre 23.50x25

7. Submit MII certificate as per format given below

Certificate of Local Content as per Public Procurement (Preference to Make in India) Order, 2017 (as amended from time to time) for tender value less than 10 Cr.

Ref. No: Date:

Tender No.: dated

We, M/s, having registered office at, being OEM of the offered product/services do hereby confirm that the percentage of local content in the offered product / service is ____ % and meets the local content requirement for 'Class - I local supplier/ Class - II local supplier' (Strike off which is not applicable) as prescribed under Public Procurement (Preference to Make in India) Order, 2017 (as amended from time to time).

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

- 1.
- 2.

(Signature of the authorised signatory)

Name:

Designation:

Email id:

Mobile No:

Place:

Date:

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

Annexure A
(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 nodated (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.....
son

Signature of the authorized person

For and on behalf of the Bank

Annexure B

(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:_____

(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

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

3.14 Buyer Added Bid Specific ATC:

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

Note: Sellers are required to raise invoices online as per the contract terms on GeM portal. Timely invoice submission is mandatory for compliances, smooth payment processing, and will also contribute to improving their ratings.

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.