

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687750843866

अनुबंध तिथि | Generated Date : 31-May-2025

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/5570124](#)

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
<p>प्ररूप   Type : Central PSU</p> <p>मंत्रालय   Ministry : Ministry of Coal</p> <p>विभाग   Department : COAL INDIA LIMITED</p> <p>संगठन का नाम   Organisation Name : Bharat Coking Coal Limited</p> <p>कार्यालय क्षेत्र   Office Zone: BCCL Dhanbad Jharkhand</p>	<p>पद   Designation : Manager</p> <p>संपर्क नंबर   Contact No. : 94705-95938-</p> <p>ईमेल आईडी   Email ID : vignesh.m@nic.in</p> <p>जीएसटीआईएन   GSTIN : 20AAACB7934MFZB</p> <p>पता   Address : MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India</p>

वित्तीय स्वीकृति विवरण   Financial Approval Detail	भुगतान प्राधिकरण विवरण   Paying Authority Details
<p>आईएफडी सहमति   IFD Concurrence : No</p> <p>प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: D(T)OP</p> <p>वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : GM(MM)/HOD(MM)-P</p>	<p>Role: PAO</p> <p>भुगतान का तरीका   Payment Mode: Offline</p> <p>पद   Designation : Senior Manager</p> <p>ईमेल आईडी   Email ID : pay8.bccldhn@gembuyer.in</p> <p>जीएसटीआईएन   GSTIN : 20AAACB7934MFZB</p> <p>पता   Address: MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India</p>

विक्रेता विवरण   Seller Details
<p>जेम विक्रेता आईडी   GeM Seller ID : D3D1180000111807</p> <p>कंपनी का नाम   Company Name : CUMMINS INDIA LIMITED</p> <p>संपर्क नंबर   Contact No. : 09552511741</p> <p>ईमेल आईडी   Email ID : DK665@cummins.com</p> <p>पता   Address : Cummins India Limited, Cummins India Office Campus, Tower 'A', 5th floor, Survey No 21, Balewadi, Pune-411045, Balewadi, Pune 411 045 Maharashtra, India, PUNE CITY, Maharashtra-411045, -</p> <p>एमएसएमई पंजीकरण संख्या   MSME Registration number : -</p> <p>जीएसटीआईएन   GSTIN: 27AAACC7258B1ZW (R) , (M)</p>
<p>खरीदार द्वारा मूल्यांकित एमआईआई स्थिति   MII Status as evaluated by buyer : Verified</p> <p>खरीदार द्वारा सत्यापित एमएसएमई स्थिति   MSME Status as verified by buyer : Not Verified</p>

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

वितरण निर्देश | Delivery Instructions : NA

उत्पाद विवरण   Product Details						
#	आइटम विवरण   Item Description	आइटम विवरण   Ordered Quantity	इकाई   Unit	इकाई मूल्य (INR)   Unit Price (INR)	कर विभाजन (INR)   Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित)   Price (Inclusive of all Duties and Taxes in INR)
1	<p>उत्पाद का नाम   Product Name : Item 1</p> <p>ब्रांड   Brand : Cummins India Limited</p> <p>ब्रांड प्रकार   Brand Type : NA</p> <p>कैटलॉग की स्थिति   Catalogue Status: NA</p> <p>कैसे बेचा जा रहा है   Selling As : NA</p> <p>श्रेणी का नाम और चतुर्थांश   Category Name &amp; Quadrant : NA (-)</p> <p>मॉडल   Model: 3822566</p> <p>एचएसएन कोड   HSN Code: 84099990</p>	2	pieces	11,218.98	<p>जीएसटी   GST (28%) : 4,908.304</p> <p>जीएसटी उपकर 1   GST Cess 1 (0%) : 0</p> <p>जीएसटी उपकर 2   GST Cess 2 (0 per accounting unit) : 0</p> <p>जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)   Input Tax Credit (ITC) on GST I (100%) : 4,908.304</p> <p>जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 (100%) : 0</p> <p>जीएसटी उपकर पर आईटीसी 2   ITC on GST Cess 2 (100%) : 0</p>	22,437.96
2	<p>उत्पाद का नाम   Product Name : Item 2</p> <p>ब्रांड   Brand : Cummins India Limited</p> <p>ब्रांड प्रकार   Brand Type : NA</p> <p>कैटलॉग की स्थिति   Catalogue Status: NA</p> <p>कैसे बेचा जा रहा है   Selling As : NA</p> <p>श्रेणी का नाम और चतुर्थांश   Category Name &amp; Quadrant : NA (-)</p> <p>मॉडल   Model: 4919473</p> <p>एचएसएन कोड   HSN Code: 90262000</p>	2	pieces	31,972.28	<p>जीएसटी   GST (18%) : 9,754.255</p> <p>जीएसटी उपकर 1   GST Cess 1 (0%) : 0</p> <p>जीएसटी उपकर 2   GST Cess 2 (0 per accounting unit) : 0</p> <p>जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)   Input Tax Credit (ITC) on GST I (100%) : 9,754.255</p> <p>जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 (100%) : 0</p> <p>जीएसटी उपकर पर आईटीसी 2   ITC on GST Cess 2 (100%) : 0</p>	63,944.56
	उत्पाद का नाम   Product Name : Item 3					

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	श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : NA (-) मॉडल Model: 3164341 एचएसएन कोड HSN Code: 84099990				GST I (100%) : 26,273.297 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (100%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (100%) : 0			
12	उत्पाद का नाम  Product Name : Item 12 ब्रांड Brand : Cummins India Limited 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: 4918258 एचएसएन कोड HSN Code: 84099990	1	pieces	28,159.73	जीएसटी GST (28%) : 6,159.941 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%) : 6,159.941 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (100%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (100%) : 0	28,159.73		
13	उत्पाद का नाम  Product Name : Item 13 ब्रांड Brand : Cummins India Limited 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: 2892246 एचएसएन कोड HSN Code: 84099949	1	pieces	131,091.48	जीएसटी GST (28%) : 28,676.261 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%) : 28,676.261 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (100%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (100%) : 0	131,091.48		
14	उत्पाद का नाम  Product Name : Item 14 ब्रांड Brand : Cummins India Limited 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: ST 1229 एचएसएन कोड HSN Code: 84099990	1	pieces	55,260.13	जीएसटी GST (28%) : 12,088.153 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%) : 12,088.153 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (100%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (100%) : 0	55,260.13		
15	उत्पाद का नाम  Product Name : Item 15 ब्रांड Brand : Cummins India Limited 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: 4918898 एचएसएन कोड HSN Code: 84099949	1	pieces	68,889.84	जीएसटी GST (28%) : 15,069.653 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%) : 15,069.653 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (100%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (100%) : 0	68,889.84		
कुल ऑर्डर मूल्य   Total Order Value (in INR)						2,160,585.48		
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 : santosh.k4923@nic.in संपर्क Contact : 70049-84956- जीएसटीआईएन GSTIN : - पता Address : Excavation Workshop, Sinidih, PO-828128., Dhanbad, JHARKHAND-828128, India			Item 1	-	2	31-May-2025	29-Aug-2025
				Item 2	-	2	31-May-2025	29-Aug-2025
				Item 3	-	2	31-May-2025	29-Aug-2025
				Item 4	-	1	31-May-2025	29-Aug-2025
				Item 5	-	1	31-May-2025	29-Aug-2025
				Item 6	-	1	31-May-2025	29-Aug-2025
				Item 7	-	1	31-May-2025	29-Aug-2025
				Item 8	-	1	31-May-2025	29-Aug-2025
				Item 9	-	1	31-May-2025	29-Aug-2025
				Item 10	-	1	31-May-2025	29-Aug-2025
				Item 11	-	1	31-May-2025	29-Aug-2025
				Item 12	-	1	31-May-2025	29-Aug-2025
				Item 13	-	1	31-May-2025	29-Aug-2025
				Item 14	-	1	31-May-2025	29-Aug-2025
				Item 15	-	1	31-May-2025	29-Aug-2025

## विनिर्देश | Specification 1

विशिष्टता दस्तावेज़ | Specification Document

ક્રેતા બીઓક્વુ દસ્તાવેજ | Buyer BOQ Document

बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document

**टिप्पणी | Note::** Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

**टिप्पणी | Note::** Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

## विनिर्देश | Specification2

विशिष्टता दस्तावेज़ | Specification Document

ક્રેતા બીઓક્વુ દસ્તાવેજ | Buyer BOQ Document

बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document

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## विनिर्देश | Specification3

विशिष्टता दस्तावेज़ | Specification Document

ક્રેતા બીઓક્વૂ દસ્તાવેજ | Buyer BOQ Document

## बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document

**टिप्पणी | Note::** Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

**टिप्पणी | Note::** Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

## विनिर्देश | Specification4

विशिष्टता दस्तावेज़ | Specification Document

[ક્રેતા બીઓક્સુ દસ્તાવેજ | Buyer BOQ Document](#)

**बीओक्यू विशिष्टता और सहायक दस्तावेज का अनुपालन | Compliance of BOQ Specification And Supporting Document**

**टिप्पणी | Note::** Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

**टिप्पणी | Note::** Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

## विनिर्देश | Specification5

[illegible]

## बीओक्यू विशिष्टता और सहायक दस्तावेज का अनुपालन | Compliance of BOQ Specification And Supporting Document

**टिप्पणी | Note::** Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

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## विनिर्देश | Specification 10

विशिष्टता दस्तावेज़ | Specification Document

**क्रेता बीओक्यू दस्तावेज | Buyer BOQ Document**

**बीओक्यू विशिष्टता और सहायक दस्तावेज का अनुपालन | Compliance of BOQ Specification And Supporting Document**

**टिप्पणी | Note::** Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

**टिप्पणी | Note::** Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

## विनिर्देश | Specification 11

विशिष्टता दस्तावेज | Specification Document

क्रेता बीओक्यू दस्तावेज | Buyer BOO Document

**बीओक्यू विशिष्टता और सहायक दस्तावेज का अनुपालन | Compliance of BOQ Specification And Supporting Document**

**टिप्पणी | Note::** Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

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## विनिर्देश | Specification 12

विशिष्टता दस्तावेज़ | Specification Document

[ક્રેતા બીઓવ્યુ દસ્તાવેજ | Buyer BOQ Document](#)

**बीओक्यू विशिष्टता और सहायक दस्तावेज का अनुपालन | Compliance of BOQ Specification And Supporting Document**

**टिप्पणी | Note::** Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

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## विनिर्देश | Specification 13

विशिष्टता दस्तावेज | Specification Document

ક્રેતા બીઓવ્યુ દસ્તાવેજ | Buyer BOQ Document

**बीओक्यू विशिष्टता और सहायक दस्तावेज का अनुपालन | Compliance of BOQ Specification And Supporting Document**

<p><b>टिप्पणी   Note::</b> Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.</p>	
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<p><b>विनिर्देश   Specification14</b></p>	
<p><a href="#">विशिष्टता दस्तावेज़   Specification Document</a></p>	
<p><a href="#">क्रेता बीओक्यू दस्तावेज़   Buyer BOQ Document</a></p>	
<p><a href="#">बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन   Compliance of BOQ Specification And Supporting Document</a></p>	
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<p><b>विनिर्देश   Specification15</b></p>	
<p><a href="#">विशिष्टता दस्तावेज़   Specification Document</a></p>	
<p><a href="#">क्रेता बीओक्यू दस्तावेज़   Buyer BOQ Document</a></p>	
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<p><b>शुद्धिपत्र   Corrigendum</b></p>	
<p>1. तक बढ़ाया गया   Extended Upto : 2025-01-14 11:00:00</p>	
<p>2. तक बढ़ाया गया   Extended Upto : 2025-01-20 11:00:00</p>	
<p>3. तक बढ़ाया गया   Extended Upto : 2025-01-27 11:00:00</p>	
<p>4. तक बढ़ाया गया   Extended Upto : 2025-01-27 12:00:00</p>	
<p><b>ईपीबीजी विवरण   ePBG Detail</b></p>	
सलाहकार बैंक   Advisory Bank :	NA
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):	NA
<p><b>आरसीएम/एफसीएम के संबंध में सामान्य खंड   General Clauses w.r.t RCM/FCM</b></p>	
<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>	

## 1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable
- 1.3 All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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

### 2.1 Scope of Supply:

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

### 2.2 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.

### 2.3 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 by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

### 2.4 Forms of EMD and PBG:

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

BHARAT COKING COAL LTD.

payable at

Dhanbad.

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

### 2.5 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.

### 2.6 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

## 1. Eligible for participation only by OEM.

**OEM - Manufactured by M/S Cummins India Limited.**

**2. Proveness Criteria - The offered spare parts shall be considered proven provided that the tendered item(s) have been supplied during the last 5 years from the date of tender opening, against orders of CIL and its subsidiaries, other PSUs, Government Departments and Private Organizations, and their performance has been found satisfactory.**

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

**“The items covered in the Purchase Order(s)/ Rate Contract(s) copies enclosed with our offer have been fully executed and have performed satisfactorily as per the provisions of respective Purchase Order(s)/ Rate Contract(s) and all the complaints/claim (s) lodged by the purchaser, if any, have been attended to and no complaints / claim(s) are pending.**

**For this purpose relevant order copy/copies and the subsequent satisfactory performance should be submitted.**

**The OEM\*/OES\*\* participating for procurement of spare parts for their equipment shall be exempted from Proveness criteria.**



\* - OEM - Means Original Equipment Manufacturer.

\*\* - OES - Means authorized supplier of Original Equipment Manufacturer. Only those firms who have the current authorization and/or technical collaboration of OEM for supply of their equipment and providing technical services would be treated as OES.

For this purpose relevant document(s) should be submitted.

#### **Exemption from Past Performance / Proveness Criteria for MSE / Startup**

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 techno-commercial capability of the vendors to manufacture and deliver goods as per the prescribed quality and technical specification (attached in Buyer Added Bid Specific ATC - Buyer Added ATC document).

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)

#### **3. DOCUMENTS TO BE SUBMITTED BY BIDDERS WHO HAVE SUBMITTED EMD IN FORM OF DD/RTGS / INTERNET BANKING**

Bidders submitting EMD in the form of DD/RTGS / internet banking shall also submit the following documents along with their bid for Vendor Code Creation to return the EMD amount post finalization of tender:

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

#### **4. 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 on following three TReDS platforms

- i. Receivables Exchange of India Limited (RXIL), website [www.rxil.in](http://www.rxil.in)
- ii. A-treds Ltd (Invoicemart) , website- [www.invoicemart.com](http://www.invoicemart.com) 11 / 14
- iii. Mynd Solutions Pvt.Ltd. (M1 exchange) , website- [www.m1exchange.com](http://www.m1exchange.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. Security Deposit - ePBG mentioned in Bid document will work as Security Deposit.**

- 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

f 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 contract or 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 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.

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

6. The details of shipping documents to be furnished by the Supplier are specified below:

Upon dispatch of the Goods to the consignee, the Supplier shall notify the Purchaser and Ultimate Consignee,

i. Supplier's invoice showing Contract Number, Goods description, quantity, unit price, total amount;

ii. Railway receipt/ Transporter's consignment note /acknowledgement of receipt of Goods from the consignee(s) ;

iii. Manufacturer's/Supplier's warranty / guarantee certificate;

iv. Manufacturer's Test & Inspection certificate (if any)

The above documents shall be provided by the supplier at the time of arrival of the Goods at the consignee's end . In case of delay, the Supplier will be responsible for any consequent expenses.

2.7 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.