

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687738090082

अनुबंध तिथि | Generated Date : 18-Dec-2025

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2025/B/6470551](#)

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 : Coal India Limited</p> <p>कार्यालय क्षेत्र   Office Zone: Coal India Limited HQ</p>	<p>पद   Designation : Senior Manager MM</p> <p>संपर्क नंबर   Contact No. : 033-71104394-</p> <p>ईमेल आईडी   Email ID : ravi.yakkala@coalindia.in</p> <p>जीएसटीआईएन   GSTIN : 19AABCC3929J1ZH</p> <p>पता   Address : COAL BHAWAN, 04-1111, A III, ACTION AREA 1 A, NEW TOWN, RAJARHAT, KOLKATA, KOLKATA POLICE CYBER HQ, WEST BENGAL-700156, 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: CoFD</p> <p>वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval: D (F)</p>	<p>Role: PAO</p> <p>भुगतान का तरीका   Payment Mode: CIL</p> <p>पद   Designation : Deputy Manager Finance</p> <p>ईमेल आईडी   Email ID : anrawat@coalindia.in</p> <p>जीएसटीआईएन   GSTIN : 23AABCN4884H1ZE</p> <p>पता   Address: PO Singrauli Colliery, Singrauli, Sidhi, MADHYA PRADESH-486889, India</p>

विक्रेता विवरण   Seller Details
<p>जेम विक्रेता आईडी   GeM Seller ID : 9A6F190000889952</p> <p>कंपनी का नाम   Company Name : BALKRISHNA INDUSTRIES LIMITED</p> <p>संपर्क नंबर   Contact No. : 09619933925</p> <p>ईमेल आईडी   Email ID : anuja.gangawane@bkt-tires.com</p> <p>पता   Address : BKT House, C/15,,Trade World, Kamala Mills Compound,,Senapati Bapat Marg,,Lower Parel, Mumbai, MAHARASHTRA-400013, -</p> <p>एमएसएमई पंजीकरण संख्या   MSME Registration number : -</p> <p>जीएसटीआईएन   GSTIN: 08AAACB3333J1ZW (B) , 27AAACB3333J1ZW (R) , 27AAACB3333J2ZV (S) , 24AAACB3333J1Z2 (M) , 08AAACB3333J1ZW (M) , 24AAACB3333J1Z2 (B) , (M)</p>

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 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 : 37.00 R57 Size OTR Tyre (Radial) (for 190T Dumper)</p> <p>ब्रांड   Brand : BKT</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: BKT</p> <p>एचएसएन कोड   HSN Code: 40118000</p>	210	pieces	2,286,250	NA	480,112,500
कुल ऑर्डर मूल्य   Total Order Value (in INR)						480,112,500

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	<p>पद   Designation :-  ईमेल आईडी   Email ID : con2.ncl.sgrl@gembuyer.in  संपर्क   Contact : 07805-222297-  जीएसटीआईएन   GSTIN : 23AABCN4884H1ZE  पत्ता   Address : Central Stores Jayant, PO-Jhingurda Colliery,  Sidhi, MADHYA PRADESH-486889, India</p>	<p>37.00 R57 Size OTR Tyre  (Radial) (for 190T  Dumper)</p>	1	36	18-Dec-2025	17-Apr-2026
			2	30	17-Apr-2026	17-May-2026
			3	30	17-May-2026	16-Jun-2026
			4	24	16-Jun-2026	16-Jul-2026
			5	30	16-Jul-2026	15-Aug-2026
			6	24	15-Aug-2026	14-Sep-2026
			7	27	14-Sep-2026	14-Oct-2026
			8	9	14-Oct-2026	13-Nov-2026

### Product Specification for 37.00 R57 Size OTR Tyre (Radial) (for 190T Dumper)

## विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:

mkp.gem.gov.in/catalog\_data/catalog\_support\_document/01/86/530/CatalogAttrs/SpecificationDoc  
ument/2025/8/18/2025\_08\_18\_16\_25\_57\_bis\_notary\_2025-08-18-16-25-  
59\_da34ddb1606fdbf8ba48ec89181a9ad.  
pdf

mkp.gem.gov.in/catalog\_data/catalog\_support\_document/buyer\_documents/30444030/54/78/703/CatalogAttrs/SpecificationDocument/2025/7/18/techreq\_2025-07-18-16-50-20\_f28c053bde75925ac729d17550392ff5.pdf

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

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.

#### 2.5 Generic.

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

#### 2.6 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.

#### 2.7 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.

#### 2.8 Scope of Supply.

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

#### 2.9 Certificates.

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

#### 2.10 Buyer Added Bid Specific ATC.

Buyer Added text based ATC clauses

### A) ADDITIONAL TERMS AND CONDITIONS (TECHNICAL)

**The detailed technical specifications, provenness criteria and other technical details of the tender are provided in the 'Buyer Specification Document' of the GeM Bid.**

**The quantity mentioned in the 'Buyer Specification Document' is the total tendered quantity.**

**(1 Piece = 1 No. of Tyre)**

**For consistency, the 'month' mentioned in the Delivery Schedule shall be 30 days in all cases.**

### B) ADDITIONAL TERMS & CONDITIONS (COMMERCIAL)

As per GeM GTC guidelines the participation by the Seller in e-bidding shall be construed as his/her acceptance for all the Terms and Conditions as outlined in the e-bidding including GTC, STC and Commercial terms of ATC. Any other terms & conditions/deviations from the current bid document offered by the seller in any form will be considered void and

#### 1. INSTRUCTION TO BIDDERS:

Scanned copies of following documents as per requirements of the bid may be submitted while submitting the offer online.

- i. Declarations, certificates (wherever applicable) etc. required as per bid document.
- ii. **EMD EXEMPTION:**
  - a. The bidder seeking EMD exemption, must submit the valid supporting document as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.
  - b. For purpose of EMD exemption, by submission of valid Startup certificate, bidder undertakes that their turnover has not exceeded Rs.100 Cr. in any of the previous financial years since inception. The bidder shall specifically inform if the turnover has exceeded Rs.100 Cr in the any of the previous financial years since inception.
  - c. For purpose of EMD exemption in case of BIS registered firm, in case of item wise evaluation the EMD is item wise and bidder shall submit the BIS addendum/correspondence documents showing validity and coverage of offered item in BIS, as it is essential information the same shall be required for decision for acceptance/rejection of EMD.

It is noted that above clauses of EMD exemption are in line with GeM GTC giving the detailed methodology of evaluation and shall remain final.

- iii. Any Central/State Government Organization/PSU shall be exempted towards submission of EMD. OEMs/OES or their authorized agents participating in Open/Limited tenders for procurement of spare parts of their equipment are exempted from submission of EMD in case of tenders for supply of spares only.
- iv. Scanned copy of EMD required to be submitted by bidders in the form of Bank Guarantee on GeM portal in the prescribed format shall be uploaded by seller in the online bid and hard copy of the same will have to be submitted directly to the Buyer within 10 working days from bid opening date, failing which the bid may be treated as incomplete & may lead to rejection of the bid by buyer without making any r

reference to the seller. The above will supersede over the GeM GTC Clause regarding submission of the hard copy of the Bid Security (EMD).

(Copy of SFMS by issuing bank should also be submitted along with hard copy of the Bank Guarantee)

v. **MSE PREFERENCE:** The bidder seeking MSE preference, must submit valid UDYAM certificate which shall remain valid for the entire period of finalization of tender. As per the latest directives of Govt. of India EM-Part II/ UAM/NSIC/DIC etc. registered bidders must mandatorily register on UDYAM portal and in line with the same, only UDYAM registration certificate valid on bid opening date is to be submitted for claiming MSE preference.

- vi. Integrity Pact duly signed and stamped indicating the name and designation /capacity of the signatory. (If applicable)
- vii. Copy of GST Registration certificate issued by appropriate authority of India, if applicable
- viii. Copy of exemption certificate towards GST (if claiming exemption) from practicing Chartered Accountant (CA) to the effect that bidder is fulfilling all conditions prescribed in notification to make him exempted from registration. If applicable.
- ix. Certificate for Local Content in line with ATC clause and reference format provided for purchase preference for Make in India.
- x. In case Banned/Delisted/Debarred/Put on Holiday by any organization, necessary details/documents to be submitted, if applicable.
- xi. Other documents required as per bid/to be submitted by the bidder, if any.

**Ensuring submission of valid and authentic documents will be sole responsibility of the bidder. Further if at a later stage it is found that the above provided information is false/misleading/incomplete their offer may be treated as unresponsive and suitable penal action as per provisions of GeM Incident Management Policy / CIL Purchase Manual may be taken against them.**

## 2. Guidelines for Considering Tenders from Authorized Agents of Manufacturers

The term 'Agent' broadly includes Distributor, Dealer, Channel Partner etc. The consideration of tenders from authorized agents of Indian manufacturers will be governed by the following guidelines:

- a). The bidder / authorized Agent has to submit a Bid specific authorization issued by the manufacturer mentioning Bid reference number and date and validity of such authorization.
- b). The bidder / authorized Agent has to submit an undertaking from both the manufacturer and the tendering firm (self) as specified below:

### Manufacturer

#### Manufacturer Undertaking

- (i) As a matter of its corporate policy, we do not directly quote/ market our products directly to any organization in India *(except in situations like supplies to OEM / OES/ OPM, supplies of spares and consumables bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical/ logistics constraints)*, and if, subsequently, at any stage, it is found that we have quoted directly to any organization *(except in situations like supplies to OEM /OES / OPM, supplies of spares and consumables bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical/ logistics constraints)*, we shall be liable for penal action as per provisions of the Bid / CIL Purchase Manual.

(Further, if at any stage, it is found that agency commission has been paid by the manufacturer/ principal without declaring the agent, the commission will be recovered with interest.)

- (ii) We will accept the responsibility for the satisfactory execution of orders placed on the authorized agents including warranty/ guarantee obligations.
- (iii) Wherever necessary, we will provide requisite inspection and testing facilities at its works in respect of orders placed on authorized agent.
- (iv) The authorized agent's price will not exceed that which the manufacturer would have quoted.
- (v) Letter submitted by the Agents for inspection of goods would be accompanied by a certificate from the manufacturer that the goods offered for inspection as indicated in the letter have been manufactured by us.

### Authorized agents

#### Authorized Agent Undertaking

- (i) We will be responsible for all the contractual obligations including quality aspects, replacement of part/items and warranty/ guarantee obligations, and
- (ii) We will be responsible for providing the required after sale service.

- c). The authorized Agent is to upload scanned copies of details in respect of its organization along with the copies of documents like certificate of incorporation / registration etc. along with the offer.
- d). The authorized Agent should be in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent. Supporting document for proof of existence needs to be submitted.

### 3. VERIFICATION OF LOCAL CONTENT AS PER MAKE IN INDIA POLICY

The rules regarding Preference to Make in India and calculation of local content etc shall be as per latest rules/amendment of Government of India vide no P-45021/2/2017-PP- (BE-II)- Part 4 Vol II dated 19.07.2024 issued by Department for promotion of Industry and Internal Trade (DPIIT)

Certificate to be provided for percentage of Local Content in line with ATC clauses and reference formats provided for purchase preference and eligibility in line with the Latest revision to the Public Procurement (Preference to Make in India) Order notified vide OM No. P-45021/2/2017-PP (B E-II)-Part(4)Vol.II issued by DPIIT, dated 19.07.2024 shall be from the OEM of the offered product

#### Reference Format for CERTIFICATE TOWARDS LOCAL CONTENT

Further to the above, the certificate for Minimum percentage of local content shall also be required to be submitted from the OEM of the offered product in line with the Make in India policy

#### CERTIFICATE TOWARDS LOCAL CONTENT

(To be submitted FROM OEM of offered product)

We do hereby certify that the PRODUCT offered against the tender are manufactured at our factory situated at ..... & that the items offered have a local content of .....% of the total value as prescribed by the competent Ministries/Departments in pursuance to the Public Procurement (Preference to Make in India) Order notified vide OM No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II and subsequent amendments if any.

The PRODUCT offered meets minimum local content criteria for Class- ..... Local Supplier in pursuance to the Public Procurement (Preference to Make in India) Order notified vide OM No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II and subsequent amendments if any

Address of Location where local value is added \_\_\_\_\_

Authorized Signatory of OEM

Date:

Seal of the firm

I/We \_\_\_\_ (Name of the auditor) \_\_\_\_ are statutory/cost auditor of \_\_\_\_ (Name of the OEM) \_\_\_\_ and are authorized to submit the above certification as per MII Policy.

Signature & Stamp of statutory auditor or cost auditor of the firm

UDIN No. \_\_\_\_\_

#### NOTE:

If tender value is Rs. 10.00 Crores and above the above certificate needs to be issued through statutory auditor or cost auditor if the OEM is a company and from a practicing Cost Accountant or practicing Chartered Accountant for OEMs other than company.

1. ~~The items, notified as having sufficient local capacity and competition, shall mandatory be sourced from Class-I local suppliers in SI/ EPC/ Turnkey Contracts/ Services tenders~~
2. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.
3. ~~For contracts involving multiple items, weighted average of all items to be taken while calculating local content.~~
4. Verification Of Local Content

- a. The bidder shall submit self-certificate for local content in the quoted item at the time of tendering. In cases of procurement for a value in excess of Rs. 10 crores, the Class-I local supplier/ 'Class-II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- b. The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor/ supplier shall be required to give local content certification duly certified by cost/ chartered accountant in practice. For cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/ Chartered Accountant after completion of the contract, within time limit acceptable to the procuring entity. In case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty upto 10% of the contract value may be imposed.  
**Note:** At the time of execution of the project, for all contracts above INR 10 Crore, the supplier shall provide the local content certification duly certified by cost/ chartered accountant as per MII Policy, **along with last invoice against the Contract.**
- c. However, contract once awarded shall not be terminated on this account.

Ensuring submission of valid and authentic documents will be sole responsibility of the bidder. Further if at a later stage it is found that the above provided information is false/misleading/incomplete their offer may be treated as unresponsive and suitable penal action as per provisions of GeM Incident Management Policy may be taken against them.

#### 4. EVALUATION OF BID/ SHORT FALL DOCUMENTS

- i. All the offers will first be scrutinized to see whether they meet the basic requirements as incorporated in the bid document.
- ii. Purchaser will determine the Techno-commercial acceptability of the bidders on the basis of the original offer and subsequent clarifications/ confirmation, if any.
- iii. After evaluation of the uploaded documents, shortfall/clarification documents, if required, shall be sought from all the bidders. For shortfall/ clarification only 01 (ONE) chance will be given. The time period for reply to the clarification will be for 7 (SEVEN) days only. Non receipt of communication from GeM will not be accepted as a reason of non-submission of documents within prescribed time. The bidders will upload and submit the requested documents, if any, within the specified period.
- iv. The shortfall information/documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered.
- v. Bidders are hereby informed that all correspondence with them during the pre-contract stage shall be without any commitment whatsoever. CIL reserves the right to verify any of the documents uploaded by the bidder at any stage.

NOTE: The submission of forged document, if any, by the bidder(s), shall be dealt as per extant guideline of GeM GTC and ATC.

5. **VALIDITY OF OFFER:** The offer should be valid as per provision of GeM, from the date of opening of tender as specified in the bid document. During the Tender evaluation process if the extension of the bid validity is required, the same can be obtained with the mutual consent of buyer and seller.
6. **SUBMISSION OF BILLS:** Upon dispatch of the Goods to the consignee, the supplier shall notify the Ultimate Consignee and deliver the following documents at the time of arrival of goods at consignee end:
  - i. GeM invoice for each line item of the contract and corresponding Supplier's Tax invoice for the same showing Contract Number, Goods description, quantity, unit price, total amount.
  - ii. Local content certificate as per MII policy, duly certified by CA/statutory or cost auditor as applicable ( in case of contracts having value above 10 crores only) as mentioned in commercial ATC clause
  - iii. Manufacturer's/Supplier's warranty/guarantee certificate.
  - iv. Manufacturer's Test & Inspection certificate.
  - v. Lowest Price Certificate
  - vi. Any other certificate/document as mentioned in the contract.

In case of delay, the Supplier will be responsible for any consequent expenses.

NOTE: Each GeM invoice should have corresponding Tax Invoice. If GeM invoice is generated but not submitted in hard copy, same may be taken from the consignee login by the consignee.

7. **PRICE/PAYMENT TERMS:** As per GeM provisions 100 percent payment shall be done upon completion of scope of supply after delivery and acceptance of the same by the consignee.

NOTE: The L-1 bidder shall submit price break-up of their offered prices after reverse auction for supply of equipment/ tendered items, installation, commissioning & other charges and applicable GST, at the request of buyer only after opening of price bid through their registered email id on GeM portal which shall be considered part of contract and communicated through Addendum.

Offered Price against this bid should not be disclosed in any manner in submission of techno-commercial documents. Disclosure of price before price bid opening may render the bid as non-responsive and shall be eligible for rejection of bid.

8. **PAYING AUTHORITY:** General Manager (Fin) / HOD of the respective Subsidiary of Coal India Limited where the Consignee is located. However, regularization of payment on GeM portal shall be done as per provision of GeM by Paying authority.

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9. **PERFORMANCE SECURITY E-PBG as indicated in bid document shall be treated as SECURITY DEPOSIT:**

The Performance Security/Security Deposit equivalent to 5% of total landed value of contract(including all taxes, duties and other costs and charges, without considering Input Tax Credit) shall remain valid for at least 3 months after the completion of supply and material acceptance at consignee end.

~~The Performance Security/Security Deposit equivalent to 10% of equipment landed value along with maximum annual landed value of Spares & Consumables/AMC/CMC (including all taxes, duties and other costs and charges, without considering Input Tax Credit) shall remain valid for at least 3 months after the completion of supply and material acceptance at consignee end.~~

Performance Security/Security Deposit will be released with the approval of HOD of MM Department within 30 days after completion of supplies and acceptance of material by the consignee and submission of Performance Bank Guarantee(s) 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.

Security Deposit may be converted into Performance Bank Guarantee (PBG) wherever PBG is required at the option of the supplier. At the time of conversion of security money into PBG, it should be ensured that the amount of PBG should not be less than 10% of equipment landed value along with maximum annual landed value of spares & consumables/AMC/CMC. Wherever Security Deposit is converted into PBG, the operation of such SDBG/Performance BG shall be guided by Performance Bank Guarantee Clause.

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 the extended security deposit submission period, the submission of Security Deposit may be waived, as the purpose of submission of SD is fulfilled.

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/deduction of full SD) shall be levied subject to a maximum of 5% of the contract value.

**NOTE:** Copy of SFMS by issuing bank should be submitted along with hard copy of the Bank Guarantee.

**NOTE:** 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.

10. **PERFORMANCE BANK GUARANTEE: (To be submitted directly to Buyer in Original) (This is in addition to the Security Deposit as mentioned above)**

i. The successful bidder shall be required to furnish a Performance Guarantee equivalent to 10% of the equipment item landed value including all taxes, duties and other costs and charges, without considering Input Tax Credit. (As per below format) (on a non-judicial stamp paper)

~~ii. 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 1 year the Performance Bank Guarantee shall be for 10% of equipment landed value along with maximum annual landed value of spares & consumables/AMC/CMC.~~

iii. The Performance Guarantee shall be in the form of a Bank Guarantee issued by RBI scheduled bank in India in the prescribed format on a non-judicial stamp paper.

iv. The Performance Bank Guarantee (PBG) shall be in the same currency(ies) in which contract has been signed. In case of multi-currency contract, separate PBG in respective currency for required value shall be submitted.

v. 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 dividing the total value of contract for a particular item of Bid by the number of equipment ordered for that particular item of the Bid.

vi. The PBG(s) for equipment tendered items shall remain valid till 3 months after the completion of warranty period/contract period.

vii. The PBG shall be submitted sufficiently in advance to enable its verification from the issuing bank before submission of the invoice for payment.

viii. The release of the Performance Bank guarantee(s) after above indicated period, shall be subject to satisfactory performance of the equipment/ items during the warranty period and fulfillment 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 with the approval of concerned HOD (MM) /Area GM 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 format below.

**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:

- ix. 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.

#### Performance Bank Guarantee Format

x.

..... (Name & address of the concerned subsidiary)

..... Company / Purchaser Company)

Re: Bank Guarantee in respect of Agreement / Contract vide no. ...  
dated.....

..... between Coal India Ltd. on behalf of .....  
..... (Name of concerned subsidiary Company) and .....  
..... (Name of Supplier Company) {applicable for CIL Contracts}

OR

Re: Bank Guarantee in respect of Agreement / Contract / Purchase Order vide

no..... dated  
..... between ..... (Name of Purchaser Company) and ..... (Name of Supplier Company) {applicable for subsidiary contracts/Purchase Orders}

Messers .....a Company / Firm having its office at No. .... (hereinafter called 'the Contractor') has entered into the Agreement / Contract / Purchase Order vide no. .... dated ..... (hereinafter called 'the said Agreement') with Coal India Limited, Kolkata on behalf of ..... / Purchaser Company (Name of the concerned subsidiary Company) (hereinafter called 'the Company') to supply ..... stores/ materials amounting to Rs. ....

The PBG will be submitted through Structured Financial Management System (SFMS).

In case of extension of delivery period, the firms should ensure that the validity of their submitted Security Deposit BG/PBG shall still be 03 months from the last date of the extended delivery/extension of warranty period. The BG's shall be extended accordingly corresponding to the extension of delivery period.

#### 11. SUBMISSION OF BANK GUARANTEE'S:

The Bank Guarantee issued by the issuing bank on behalf of the bidder in favour of "Coal India Limited", should be in paper form (Stamp paper) as well as issued under "Structured Financial Messaging System". Issuing bank should send the underlying confirmation message in IFN 760COV or IFN767COV message type for getting the BG advised through our bank. Also, issuing Bank should mention "CIL0066312" in field no. "7037" of IFN760COV or IFN767COV. The message will be sent to the beneficiary bank through SFMS. The details of



ng to  
Rs..... 0  
n the terms and conditions contained in the said Agreement.

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

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

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

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

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

f beneficiary Bank for issue of BG through SFMS platform is furnished below:-

Name of Bank	ICICI Bank
Branch	Rasoi Court
IFSC Code	ICIC0000006
Account No.	000651000038
Customer ID	066312

Original copy of Bank Guarantee issued by the issuing bank shall be sent by the issuing bank to MM Department, CIL.

12. BANNED OR DELISTED OR DEBARRED OR 'PUT ON HOLIDAY' SUPPLIERS:

The bidder as well as the manufacturer (if bidder is not the manufacturer) should submit a declaration that they have not been banned or de-listed or debarred or 'Put on Holiday' by any Government or quasi-Government agencies or PSUs.

If a bidder and/or manufacturer has been banned or delisted or debarred or 'Put on Holiday' by any Government or quasi Government agencies or PSU, this fact must be clearly stated and it may not necessarily be a cause for disqualifying them. If this declaration is not given, the bid will be rejected as non-responsive.

In this respect, the

arantee is renewed or a claim is preferred against the Bank within the validity period and/or the claim period from the said date, all rights of the Company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

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

Dated this.....day of .....20.....  
Place.....

Signature of the authorized person(s)

For and on behalf of the Bank.

**NOTE:** Copy of SFMS (760COV) by issuing bank should be submitted along with hard copy of the Bank Guarantee as per format provided above and subsequent amendment/extension vide (SFMS 767COV), if any

bidder/manufacturer shall upload the declaration regarding Banned or Delisted or Debarred or 'Put on Holiday' in the following format.

**DECLARATION REGARDING BANNED OR DELISTED OR DEBARRED OR 'PUT ON HOLIDAY'**

Bid Reference No.....Dt.....

for supply of .....

This is to certify that

A.) We have not been banned / de-listed / debarred / put on holiday by any Government or quasi-Government agency or PSU."

B.) we have been banned

C.) we have been de-listed

D.) we have been debarred

E.) we have been 'Put on Holiday'

(mention any one of the above out of A,B, C, D & E and strikeout whichever is not applicable. For B, C, D & E also mention the following)

We have not been banned / de-listed / debarred / put on holiday by following government/quasi-Government agencies/PSUs:

Name of the Organization	Period of banning (Start date and end date)

We further undertake that if at a later stage it is found that the above provided information is found to be false/misleading/incomplete our offer may be treated as unresponsive and suitable penal action as per provisions of GeM Incident management policy may be taken against us.

Date

Signature of Bidder

Seal of the Firm

Further if at a later stage it is found that the above provided information is false/ misleading/ incomplete their offer may be treated as unresponsive and suitable penal action as per provisions of GeM Incident management policy / CIL Purchase Manual may be taken against them.

### 13. PRICES

Prices stated in the contract shall be FOR Destination and shall remain firm and fixed throughout the period of the Contract.

### 14. LOWEST PRICE CERTIFICATE

The bidder shall submit a certificate along with the offer confirming the prices quoted in the tender are the lowest and not higher than as applicable to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization for same specifications of the equipment / Tendered item/s.

#### LOWEST PRICE CERTIFICATE

We do hereby certify that the prices quoted in the tender are the lowest and not higher than as applicable to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization for same specifications of the equipment / Tendered item/s.

Date

Signature of Bidder

Seal of the Firm

### 15. PRICE FALL CLAUSE:

If the contract holder reduces its price or sells or even offers to sell the contracted goods or services following conditions of sale similar to those of the contract, at a price lower than the contract price, to any person or organization during the currency of the contract, the contract price will be automatically reduced with effect from that date for all the subsequent supplies under the contract and the contract be amended accordingly.

The provisions of price fall clause will however not apply to the following:

- i) Export/Deemed Export by the supplier;
- ii) Sale of goods or services as original equipment prices lower than the price charged for normal replacement;
- iii) Sale of goods such as drugs, which have expiry date;
- iv) Sale of goods or services at lower price on or after the date of completion of sale/placement of order of goods or services by the authority concerned, under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Government Departments including new undertakings (excluding joint sector companies and or private parties) and bodies.

#### NOTE:

- a. The currency of contract will mean the period till completion of supply.
- b. The bidder will be asked to submit a copy of the last (latest) purchase order (bidder may opt to mask the price portion and shall submit an undertaking that priced copy will be submitted on being L1 after opening of Price Bid / Reverse Auction) for the tendered / similar item(s) received by them from any Organization/ Ministry / Department of the Govt, of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization, along with the offer.
- c. It shall be responsibility of the supplier to inform the purchaser of offer to supply / supply of the ordered / similar item(s) at a lower rate to any Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization during the currency of the contract.
- d. The supplier shall submit a certificate along with the bill(s) that it has not offered to supply/supplied the ordered / similar item(s) at a lower rate to any Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization.
- e. The provisions of fall clause will however not apply for purchase value up to Rs. 2.00 lakh
- f. Point (b) above is not applicable in the case of renewal of Depot Agreements

In respect to the aforementioned Price Fall Clause, bidder is advised to confirm and submit a certificate as under.

#### CERTIFICATE IN RESPECT OF PRICE FALL CLAUSE

A) We do hereby accept the Price Fall Clause as mentioned in the Buyer Added Bid Specific ATC of the GeM Bid.

B) We also confirm (choose whichever is applicable) -

- a) We have submitted the last (latest) purchase order for the tendered / similar item(s) received by us from any Organization/ Ministry / Department of the Govt, of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization,

details as under:

Latest Order Ref with Date :

Ordering Organization :

(In case a masked copy is submitted in our offer, we undertake that priced copy will be submitted on being L1 after opening of Price Bid / Reverse Auction)

(OR)

b) It is hereby certified that, we have not received any order for the tendered / similar item(s) from any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and / or its Subsidiaries or other PSU or any other private organization.

*(Mention any one of the above out of a) or b) and strikeout whichever is not applicable)*

Date

Signature of Bidder

Seal of the Firm

**16. Submission of offer shall be considered as acceptance by the bidder that they have complied to the Restrictions under Rule 144 (xi) of GFR 2017 as per DOE Order (Public Procurement No.4) dated 23.02.2023 which is also included in the GeM GTC. Registration of the bidder, if any, shall be submitted along with the offer.**

**NOTE 1:** EMD/SD(E-PBG)/Performance Bank Guarantee shall be submitted in original at following address:

General Manager (MM)/HOD  
Materials Management Division,  
'Coal Bhawan', Premises No.04-MAR,  
Plot No-AF-III, Action Area 1A,  
New Town, Rajarhat,  
Kolkata-700156

**NOTE2 :** The above terms & condition will supersede the GeM terms & condition in case of any conflict/contradiction between two.

**NOTE3:** As per GeM GTC guidelines the participation by the Seller in e-bidding shall be construed as his/her acceptance for all the Terms and Conditions as outlined in the e-bidding including GTC, STC and Commercial terms of ATC. Any other terms & conditions/deviations from the current bid document offered by the seller in any form will be considered void and submission of offer/participation by the seller will be treated as their unconditional acceptance to all terms & conditions outlined in the e-bidding including GTC/STC and commercial terms of ATC.

**NOTE4:** Clauses/Paragraphs which are struck off are not applicable for current Tender.

**CHECK LIST OF DOCUMENTS TO BE SUBMITTED FOR ATC**

**(COMMERCIAL EVALUATION)**

S. No.	Description	Submitted (Yes/No)
1	EMD Exemption document (Valid Udyam, Valid BIS along with coverage document for offered item, Valid Startup certificate etc.)	
2	EMD submission document (BG with SFMS from issuing bank / Proof of Bank Transfer)	
3	<del>Make in India Certificate for bids with estimated value less than 10 crores</del> <del>(Self-Certificate From the OEM of offered product)</del>	
4	Make in India Certificate for bids with estimated value more than 10 crores  MII certificate signed by OEM of offered produce and certified	

	by statutory auditor or cost auditor if the OEM is a company and from a practicing Cost Accountant or practicing Chartered Accountant for OEMs other than company.	
5	Lowest Price Certificate	
6	Price Fall Clause Acceptance	
7	Banned Or Delisted Or Debarred Or 'Put On Holiday  <i>Bidder as well as the manufacturer (if bidder is not the manufacturer) shall submit certificate as per the given format</i>	
8	GST certificate for Vendor code creation	
9	PAN Card for Vendor code creation	
10	Bank mandate for Vendor code creation	
11	Cancelled Cheque for Vendor code creation	
12	Manufacturer Undertaking  <i>In case where bidder is an Authorized Agents of Manufacturers</i>	
13	Authorized Agent  <i>In case where bidder is an Authorized Agents of Manufacturers</i>	
14	<b>Bid specific authorization issued by the manufacturer mentioning Bid reference number and date and validity of such authorization</b>  <i>In case where bidder is an Authorized Agents of Manufacturers</i>	
15	Integrity Pact to be submitted with seal and sign of bidder.  <i>In case estimated value of the bid is above Rs 2 Cr.</i>	

**\*Checklist is for reference only. All documents as sought in the Bid document are to be submitted.**

**2.11 Buyer Added Bid Specific ATC:**

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

**2.12 Forms of EMD and PBG:**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

Coal India Limited  
Account No.  
10373629359  
IFSC Code  
SBIN0009998  
Bank Name  
State Bank of India  
Branch address  
CAG, Kolkata

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.

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.