

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687799793384

अनुबंध तिथि | Generated Date : 22-Nov-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/5232393](#)

संगठन विवरण Organisation Details				खरीदार विवरण Buyer Details			
प्ररूप Type : Central PSU मंत्रालय Ministry : Ministry of Coal विभाग Department : COAL INDIA LIMITED संगठन का नाम Organisation Name : EASTERN COALFIELDS LIMITED कार्यालय क्षेत्र Office Zone: West Bengal				पद Designation : Manager MM संपर्क नंबर Contact No. : 341-2523606- ईमेल आईडी Email ID : pronab.biswas@nic.in जीएसटीआईएन GSTIN : - पता Address : Office of CMD, Materials Management Department, Purchase Wing, Sanctoria, PO Dishergarh, District - Burdwan, West Bengal - 713333, BURDWAN, WEST BENGAL-713333, India			
वित्तीय स्वीकृति विवरण Financial Approval Detail				भुगतान प्राधिकरण विवरण Paying Authority Details			
आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: GM(MM-PUR)/HOD वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : GM(MM-PUR)/HOD				Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : GM Finance Incharge ईमेल आईडी Email ID : hodfin.ecl@nic.in जीएसटीआईएन GSTIN : - पता Address: Office of CMD, Materials Management Department, Purchase Wing, Sanctoria, PO Dishergarh, District - Burdwan, West Bengal - 713333, BURDWAN, WEST BENGAL-713333, India भुगतान समयसीमा Payment Timelines: Payments shall be made to the seller within 21 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10-days time as provided in clause 12 of GeM GTC)			
विक्रेता विवरण Seller Details							
जेम विक्रेता आईडी GeM Seller ID : 4F14180000659603 कंपनी का नाम Company Name : TPI UNDERCARRIAGE PRIVATE LIMITED संपर्क नंबर Contact No. : 09839035760 ईमेल आईडी Email ID : dilip_bhargava@hotmail.com पता Address : 4 INDUSTRIAL AREA, GOVIND NAGAR, P.O. UDYOG NAGAR, Kanpur, UTTAR PRADESH-208022, - एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-UP-43-0005703 जीएसटीआईएन GSTIN: 09AACCT63071Z6 (R) , (M)							
खरीदार द्वारा मूल्यांकित एमआईआई स्थिति MII Status as evaluated by buyer : Verified खरीदार द्वारा सत्यापित एमएसएमई स्थिति MSME Status as verified by buyer : Verified एमएसई सामाजिक श्रेणी MSE Social Category : General एमएसई लिंग श्रेणी MSE Gender : Male							
*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	उत्पाद का नाम Product Name : UNDERCARRIAGE KIT, PART NO. 2660000721 ब्रांड Brand : TPI 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: UC Kit of IDM30 Drill Machine Part No. 2660000721 एचएसएन कोड HSN Code: 84314990	2	pieces	820,000	जीएसटी GST (18%) : 250,169.49 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 GSTI (100%) : 250,169.49 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (100%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (100%) : 0	1,640,000	
कुल ऑर्डर मूल्य Total Order Value (in INR)						1,640,000	

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 : arvind25.kumar@coalindia.in संपर्क Contact : 0341-2523606- जीएसटीआईएन GSTIN : 19AAACE7590E1ZI पता Address : Neamatpur , Post Sitarampur Paschim Burdwan WB, Bardhaman, WEST BENGAL-713360, India	UNDERCARRIAGE KIT, PART NO. 2660000721	-	2	22-Nov-2024	20-Feb-2025
Product Specification for UNDERCARRIAGE KIT, PART NO. 2660000721						
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/65/48/427/CatalogAttrs/SpecificationDocument/2024/8/23/2024_08_23_16_12_23_ecl_tender_5232393_technical_sp_2024-08-23-16-12-26_cb41d12ccb94e322855297835dfeddf7.pdf				
खरीदार विशिष्टता दस्तावेज़ Buyer Specification Document:						
1. SpecificationDocument		mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/745541/54/78/703/CatalogAttrs/SpecificationDocument/2024/7/31/technical_specification_2024-07-31-16-34-16_7909302dd6e0d854ab37c884d9f18312.pdf				
शुद्धिपत्र Corrigendum						
1. तक बढ़ाया गया Extended Upto : 2024-08-31 11:00:00						
ईपीबीजी विवरण ePBG Detail						
सलाहकार बैंक Advisory Bank :				State Bank of India		
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):				5.00		
बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा The bidder shall furnish ePBG as applicable as per bid's terms and conditions						
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. General Terms and Conditions-						
1.1 This contract is governed by the General Terms and Conditions , conditions stipulated to this Product/Service as provided in the Marketplace.						
1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable						
2. Buyer Added Bid Specific Terms and Conditions-						
2.1 <i>Generic</i>						
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.

2.2 Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

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

2.3 Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

2.4 Generic

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

2.5 Scope of Supply:

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

2.6 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:

AUTHORISED REPRESENTATIVE OF GR. GM(EXCV), ECL HQ

2.7 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.

2.8 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.

2.9 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

ADDITIONAL TERMS AND CONDITIONS (ATC)

1. Item description & Application:

Item Schedule	Item Description	Qty (Nos)	Part No	Application
01	Undercarriage Kit consisting of	02	2660000721	IDM 30 Drill
	a. Track group, Part No. 2670559794, qty - 02 nos			
	b. Drive Sprocket, Part No. 2670562681, qty - 02 nos			
	c. Roller Group, Part No. 2670559786, qty - 20 nos			
	d. Idler Group, Part No. 2670559802, qty - 02 nos			

2. Experience/Provenness criteria is given below: -

The tendered item(s)/ offered item(s) shall be considered proven provided that tendered item(s) of same or similar / higher specifications/ ratings/ versions, etc. 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.

Satisfactory Performance: When the supplied item has performed satisfactorily for a period of minimum one year from the date of commissioning, then performance of the item will be considered satisfactory.

In case where provenness of the offered product is being ascertained on the basis of supply made in other subsidiaries of CIL or other PSU's/Govt. departments/Private organization, the bidder shall submit a self-certificate along with Proof of payment against the purchase order(s)/Rate contract(s) to fulfill provenness criteria.

In cases the bidder has submitted purchase order copies of other subsidiaries of CIL or other PSUs/Govt. Departments and provenness of the offered product is to be ascertained on the basis of supply made in other subsidiaries of CIL or other PSUs/ Govt. Departments, the bidder will submit a Self-Certificate in the following format, along with proof of payment against

inst 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/ claims(s) are pending".

In case, any specific Purchase Order(s) has/ have not been fully executed and any complaint/ claim is pending, then detail s of such cases to be categorically mentioned with the reasons thereof so that decision making is in clear perspective without any hidden facts in the subject matter.

The authenticity of the self-certificate as well as other documents submitted by the bidder will solely be their responsibility and appropriate action will be taken by CIL/ Subsidiary Company if it is subsequently found to be misleading/false/forged.

However, the Purchaser reserves the right to obtain the performance directly from the end user of the item/product.

3. **Fitment guarantee:** The goods should properly fit in/on/to the machines without any modification/alteration for which the same are intended. A certificate in this respect should be given along with the offer and also with each supply. It must also be guaranteed that the offered materials shall be the exact replacement of the existing parts in respect of fitment, safety & quality. If any of the materials supplied either do not fit properly on the machine or it is established that some other parts of the machine have been damaged due to use of the supplied materials, all such parts so damaged as well as the materials supplied shall have to be replaced on free of cost basis within 30 days of getting intimation from the user project or consignee.

4. **Technical support and service:** In addition to normal after sales service, the supplier will render technical support and service to ensure proper usage, maintenance and satisfactory performance of the items supplied.

5. **Identification marking:** Manufacturer's identification mark (Description/Part No./Sl.No/Make) should be embossed or engraved or punched on each and every item as practicable and wherever possible in non-wearable and visible places of the materials supplied. Apart from this a tag may be attached to each part /item giving identification mark, part no, description, year and month of manufacturing etc.

6. **Manufacturer's test certificate:** The manufacturer has to submit a certificate along with supply that routine tests were done in their premises and the results conform to the relevant test parameters.

7. **Guarantee / Warranty:**

The Supplier shall warrant that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the purchaser's country.

The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. The Supplier shall, within thirty days, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/Goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/Goods thereafter.

If the Supplier, having been notified, fails to remedy the defect(s) within thirty days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

The offered materials must be guaranteed for 24 months or 4500 working hours from the date of fitment on the equipment or 30 months from the date of supply and acceptance of material at consignee end whichever is earlier. If found defective within the guaranteed period, the defective materials have to be replaced by the supplier at their own cost and risk within 30 days of receipt of intimation from the consignee /user project.

8. **Inspecting Authority:** Authorized Representative of Gr.GM(Excv), ECL HQ.

9. **Consignee:** Neamatpur Central Excavation Store, PO - Sitarampur, Dist: Paschim Bardhaman, Pin: 713359 (West Bengal), Email: ncestore17@gmail.com

10. **Confirmatory documents:** During evaluation and comparison of bids, the purchaser may ask the bidder for clarifications/ shortfall/ confirmatory documents during the evaluation of the bids through GeM Portal. For this purpose, *maximum 1 chance of 7x24 hours duration* shall be given to the bidders to upload these clarifications/ shortfall documents. The bidder will upload the requested documents within the specified period and no additional time will be allowed in this regard for on-line submission of documents after the *maximum 1 chance of 7x24 hours duration*.

11. **Distribution of the Quantity:** As per standard procedure, the tender quantity is to be covered on the lowest responsive tenderer (L1) without dividing the same. However, there may be special occasions of purchase of very large quantities of goods which are beyond the capacity of a single bidder or the L1 bidder is unable to take the load of the entire quantity. In such cases, after coverage of quantity on L1 bidder as per its capacity/ offer, the remaining quantity may be ordered on the L2 bidder at the rates offered by the L1 bidder and for this purpose, L1 rates may be counter offered to L2 bidder. If L2 bidder does not accept the L1 rates or is also not able to meet the remaining requirement, then the balance quantity may be covered on L3 bidder and this process may be followed till the entire tender quantity is covered. All such orders are to be placed at the rates offered by the lowest responsive tenders (L1).

12. **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.

In case of parallel Rate / Running Contracts, if the price of a product is reduced for any supplier due to invocation of 'Price Fall clause' or any other reason, the same lower price shall also be applicable for the other suppliers who are having para

llet RCs against the same tender. If any parallel RC holder does not accept the lower price, CIL shall have the right to delete the item from the scope of RC of such firm and procure the same from other existing supplier / Reserve RC holders.

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 privates) 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 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 Price 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.

13. Security Deposit:

- i. 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. The format of Bank Guarantee is as mentioned below.
- ii. 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.
- iii. The Security Deposit shall be in the same currency(ies) in which contract is to be signed/ issued.
- iv. 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. If the Supplier fails to deposit the SD within the extended period and no supplies are made, the order shall be cancelled and the case shall be processed to order elsewhere at firm's risk and cost. Moreover, the firm's performance is to be kept recorded for future dealings with them. Further, if during execution of the contract, the firm fails to extend the Bank Guarantee for Security Deposit, suitably as required, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by CIL.
- v. 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.
- vi. 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.
- vii. 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.
- viii. Submission of Security Deposit is exempted for the contracts having value upto Rs.2 lakhs.
- ix. The SDBG will be submitted Through Structured Financial Management System (SFMS).

Security Deposit Bank Guarantee (SDBG) Format

..... (Name & address of the Purchaser Company)

Re: Bank Guarantee in respect of Notification of Award / Purchase Order vide no. Dated between (Name of Purchaser Company) and (Name of Supplier Company)

Messrs a Company / Firm having its office at No.
..... (hereinafter called 'the Contractor') has received the Notification of Award / Purchase Order vide no. dated (hereinafter called 'the said Agreement') with (Name of the Purchaser Company) (hereinafter called 'the Company') to supply stores/ materials amounting to Rs. on the terms and con

ditions contained in the said Notification of Award / Purchase Order.

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 Contract or 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 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 of 20... and unless the guarantee is renewed or a claim is preferred against the Bank within the validity period and/or the claim period from the said date, all rights of the Company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

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

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

Place..... Signature of the authorized person(s)

For and on behalf of the Bank.

Submission of SDBG

All bank guarantees shall be submitted in SFMS platform. The details required for the purpose is as under,

(a) Beneficiary bank details: The bank details of ECL is given below,

1	Name of Bank	STATE BANK OF INDIA
2	Branch name & Code	ASANSOL, Code-11
3	IFS code of the bank	SBIN0000011
4	Branch address	BIJOY PAL SARANI, ASANSOL, DISTRICT-BURDWAN, WB, PIN-713304

(b) SFMS: "The Bank guarantee issued by the Issuing Bank on behalf contractor/supplier in favour of "Eastern Coalfields Ltd" shall be in paper form as well as issued under "Structured Financial Messaging System". The message will be sent to the beneficiary Bank through SFMS in IFN760 COV or IFN767 COV message type. The details of beneficiary for issue of BG under SFMS platform is furnished below:-

SMS FIELD NO.	DETAILS	
7035	IFSC Code	ICIC0000291
7036	Beneficiary Bank	ICICI Bank Ltd

	Branch	Murgasol, Asansol
	Address	Ground floor, Plot No.793, Murgasol, G.T.Road, Asansol- 713303
	Bank Account No.	029105005131
7037	Cust. ID of Beneficiary	ECL554567270
7038	Area/Dept.	
7039	NIT/Work order/LOI No.	

ICICI Bank has informed that the following characters are allowed in field 7038 & 7039 for BG advising.

a b c d e f g h i j k l m n o p q r s t u v w x y z

A B C D E F G H I K L M N O P Q R S T U V W X Y Z

0 1 2 3 4 5 6 7 8 9

/ - ? : () . , ' + { }

All SMS fields have to be mandatorily filled up and no field is to be left blank.

The above particulars are to be incorporated by the issuing bank properly for issuing BG under SFMS mode to avoid any problem in future".

Original Bank guarantee issued by the issuing bank shall be sent by the Issuing bank to concerned Department/Area by Registered Post (AD).

14. Performance Bank Guarantee:

- i. The successful bidder shall be required to furnish a Performance Guarantee equivalent to 10% value of the contract to cover the warranty/guarantee period.
- ii. The Performance Guarantee shall be in the form of a Bank Guarantee issued by a RBI scheduled bank in India in the prescribed format on a non-judicial stamp paper.
- iii. The Performance Bank Guarantee (PBG) shall be in the same currency (ies) in which contract has been signed.
- iv. The PBG (s) shall remain valid till 3 months after the completion of warranty period i.e. PBG shall be valid for 33 months from the date of supply.
- v. 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 for payment.
- vi. 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 expiry of validity period after obtaining the following:
 - a. 'No Claim Certificate' from the concerned HOD (User Dept.) indicating that there is no claim pending.
 - b. 'No Claim Certificate' from the contractor indicating that there is no claim pending and that there is no dispute pending as per below mentioned format.
- vii. 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.
- viii. The PBG will be submitted through Structured Financial Management System (SFMS).

FORMAT FOR 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 ECL. 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:

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

M/s. EASTERN COALFIELDS LIMITED

Office of the Chairman-Cum-Managing Director

Materials Management Department - Purchase wing

Sanctoria, P.O.- Disergarh, District-Burdwan, West Bengal- 713333

Re: Bank Guarantee in respect of Agreement / Contract / Purchase Order vide no. dated between M/s. Eastern Coalfields Limited and (Name of Supplier Company)

Messrs 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 M/s. Eastern Coalfields Limited (hereinafter called 'the Company') to supply stores/ materials amounting to Rs. on the terms and conditions contained in the said Agreement.

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

We (Name of the Bank) do hereby unconditionally agree with the Company that if the Contractor or 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 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 of 20... and unless the guarantee is renewed or a claim is preferred against the Bank within the validity period and/or the claim period from the said date, all rights of the Company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

The Bank has under its constitution power to give this guarantee and [(Name of the person(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.

Submission of PBG

All bank guarantees shall be submitted in SFMS platform. The details required for the purpose is as under,

(a) Beneficiary bank details: The bank details of ECL is given below,

1	Name of Bank	STATE BANK OF INDIA
2	Branch name & Code	ASANSOL, Code-11
3	IFS code of the bank	SBIN0000011
4	Branch address	BIJOY PAL SARANI, ASANSOL, DISTRICT-BURDWAN, WB, PIN-713304

(b) SFMS: "The Bank guarantee issued by the Issuing Bank on behalf contractor/supplier in favour of "Eastern Coalfields Ltd" shall be in paper form as well as issued under "Structured Financial Messaging System". The message will be sent to the beneficiary Bank through SFMS in IFN760 COV or IFN767 COV message type. The details of beneficiary for issue of BG under SFMS platform is furnished below,

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	Address	Ground floor, Plot No.793, Murgasol, G.T.Road, Asansol- 713303
	Bank Account No.	029105005131
7037	Cust. ID of Beneficiary	ECL554567270
7038	Area/Dept.	ECL Hq
7039	NIT/Work order/LOI No.	

ICICI Bank has informed that the following characters are allowed in field 7038 & 7039 for BG advising.

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/ - ? : () . , ' + { }

-

All SMS fields have to be mandatorily filled up and no field is to be left blank.

The above particulars are to be incorporated by the issuing bank properly for issuing BG under SFMS mode to avoid any problem in future".

Original Bank guarantee issued by the issuing bank shall be sent by the Issuing bank to concerned Department/Area by Registered Post (AD).

15. Letter of Bid (LOB): The bidder shall furnish the letter of bid in the format enclosed in their company letterhead. The LOB should be signed by an authorized person of the company.

(Format of LOB)

To

General Manager (MM)-HOD,

MM Department - Purchase wing

Office of the Chairman-Cum-Managing Director

Eastern Coalfields Limited

Dear Sir,

Sub: Tender/Bid No. ----- dated -----.

- a) Having examined the Tender/bid Document including Addenda/Corrigenda, if any (insert numbers), we, the undersigned,.....Employee/Partner/Legal Attorney/ Proprietor/Accredited Representative of M/s(name of the bidder firm) offer to supply tendered item/items vide our offer No.datedin conformity with the said Tender Document.
- b) We confirm to accept all terms and conditions contained in the tender/bid document unconditionally and there is no deviation in our offer.
- c) We confirm that the contents of the offer are given after fully understanding the NIT/bid terms.
- d) We confirm that all information/ documents / credentials submitted along with our offer are genuine, authentic, true, valid true and complete in every respect.
- e) We confirm that if any information or document submitted is found to be false / incorrect, at any point of time, the said offer shall be considered absolutely null & void and action as deemed fit may be taken against us including termination of the contract, forfeiture of all dues including EMD/ Security Deposit and Banning of our firm and all partners of the firm as per provisions of NIT/CIL Purchase Manual 2020.
- f) We have never been banned or delisted or debarred or "Put on Holiday" by any Govt. or Quasi Govt. Agency or any Public Sector Undertaking.

OR

We were banned or delisted or debarred or "Put on Holiday" by the organization named "-----" for a period of ----- year/s, effective from ----- to -----

- g) We abide by the Code of Integrity for Public Procurement as defined in para 2.3.2, 2.3.3 & 2.3.4 of CIL Purchase manual 2020 and there had been no transgression of this Code during last three years

OR

There had been previous transgression of this Code of Integrity for Public Procurement as defined in para 2.3.2, 2.3.3 & 2.3.4 of CIL Purchase manual 2020 during last three years with (name of entity and country).

- h) We certify that there is no Conflict of Interest with any of the Bidders/Agents as defined in para 10.21 of CIL Purchase manual 2020.
- i) We confirm that this Bid and your subsequent Letter of Intent/ Purchase Order shall constitute a binding contract on us.
- j) We confirm that we shall be responsible for all the contractual obligations including quality aspects, replacement of part/items and warranty/ guarantee obligations.
- k) We confirm that we shall be responsible for providing the required after sale service.
- l) We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and I certify that M/s (name of the bidder)..... is not from such a country and is eligible to be considered".

OR

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and I certify that M/s (name of the bidder)..... is from such a country and has been registered with Competent Authority. I hereby certify that(name of the bidder)..... fulfils all requirements in this regard and is eligible to be considered. The evidence of valid registration by competent authority is attached.

Dated this ____ day of ____ 20-

Signature _____

Name _____

Designation _____

16. Manufacturer's Authorization For Indian Agent

- a) In a tender, either manufacturer can quote or its authorized Indian Agent can quote but both are not allowed to participate/quote in the same tender.
- b) One manufacturer can authorize only one agent. If an agent submits bid on behalf of a manufacturer, the same agent shall not submit a bid on behalf of another manufacturer in the same tender for the same item / product.
- c) If the manufacturer does not quote directly as a matter of its corporate policy, the authorized Indian agent of the manufacturer may be allowed to quote in the tender on their behalf based on the tender specific authorization issued by the manufacturer mentioning tender reference number and date and validity of such authorization as per the form at given below,

(Manufacturers Authorisation Format)

Ref:

Date:

M/s. EASTERN COALFIELDS LIMITED

Office of the Chairman-Cum-Managing Director

Materials Management Department - Purchase wing

Sanctoria, P.O.- Disergarh, District-Burdwan, West Bengal- 713333

Dear Sir

Sub: Tender/Bid No. dated

- a) WHEREAS we, [name of manufacturer] who are established and reputable manufacturers of goods having factories at [address(es) of factory(ies)] and as a matter of our corporate policy do not supply directly.
- b) Do hereby authorize our [Name & Address of Indian Agent] to quote against the subject Tender on our behalf.
- c) We certify that the business entity of our Indian Agent is in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent.
- d) We are not quoting in the tender directly as a matter of our corporate policy and if, subsequently, at any stage, it is found that we have quoted directly to any organization, we shall be liable for penal action as per provision of CIL Purchase Manual 2020.
- e) Also, if at any stage, it is found that agency commission has been paid by us without declaring the agent, the commission will be recovered with interest. Action should also be taken against the principal as per provisions of CIL Purchase Manual 2020.
- f) We certify that no agent/ middleman/ liasoning agent or any entity in any name other than the disclosed authorized Indian agent is involved in the process of supply of goods & services and if, subsequently, at any stage, it is found that we have given a false declaration, we shall be liable for penal action as per provisions of CIL Purchase Manual 2020.
- g) We stand guarantee for the quoted item by the above authorised agent on our behalf and for fulfilment of all contractual obligations during the entire contract period.
- h) In the event of failure on the part of our authorized agent in fulfilment of contractual obligations or change or closure of our authorized agent for any unforeseen reason, we shall take the responsibility to make alternate arrangements to support ECL as well as execute the remaining period of the contract ourselves or through another competent entity fulfilling the eligibility criteria stipulated in the tender document.
- i) We confirm that we shall provide requisite inspection and testing facilities at our works in respect of orders placed on authorized agent.
- j) We confirm that the authorized agent's price does not exceed the price at which the manufacturer would have quoted.
- k) We confirm that letter submitted by the agents for inspection of goods would be accompanied by a certificate from us that the goods offered for inspection as indicated in the letter have been manufactured by us.
- l) We also confirm that we have never been banned or delisted by any Government or Quasi-Government Agency or any Public Sector Undertaking in India.

OR

We were banned by the organization named "-----" for a period of ----- year(s) effective from ----- to ----- for ----- (the reasons to be mentioned) in India.

- m) We abide by the Code of Integrity for Public Procurement as defined in para 2.3.2, 2.3.3 & 2.3.4 of CIL Purchase manual 2020 and there had been no transgression of this Code during last three years

OR

There had been previous transgression of this Code of Integrity for Public Procurement as defined in para 2.3.2, 2.3.3 & 2.3.4 of CIL Purchase manual 2020 during last three years with (name of entity and country).

- n) We certify that there is no Conflict of Interest with any of the Bidders/Agents as defined in para 10.21 of CIL Purchase manual 2020.
- o) We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and I certify that M/s (name of the bidder)..... is not from such a country and is eligible to be considered.

OR

We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and I certify that M/s (name of the bidder)..... is from such a country and has been registered with Competent Authority. I hereby certify that(name of the bidder)..... fulfils all requirements in this regard and is eligible to be considered. The evidence of valid registration by competent authority is attached.

(Signature)

(Name)

(Designation)

(Seal)

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

17. Submission of bills:

- i. For claiming payment, the following documents shall be submitted to the consignee:
- a. Supplier's invoice in quadruplicate (1 original+ 3 Copies duly signed and stamped) showing Contract Number, Goods description, quantity, unit price, total amount;
 - b. Railway receipt/ Transporter's consignment note /acknowledgement of receipt of Goods from the consignee(s);
 - c. Manufacturer's/Supplier's warranty / guarantee certificate;
 - d. Manufacturer's Test & Inspection certificate;
 - e. Lowest price Certificate

18. TReDS: Trade Receivables Discounting System (TReDS) is an initiative of Reserve bank of India (RBI) to facilitate MSME receivable payments from corporates. ECL has on boarded TReDS platform with:

- a) Receivables Exchange of India Ltd (RXIL) (URL - <https://www.rxil.in/Home/Index>).
- b) A-TReDs (URL - www.invoicemart.com)
- c) Mynd Solutions (URL - www.m1xchange.com).

MSE bidders are requested to get registered on TReDS platform for receiving payment thro' this system. MSE bidders willing to get payment thro' this system shall upload the Invoices on TReDS platform. The contact details for the above platforms are as under,

- i. Mrs. Upasana Majumder, BD-ARM, RXIL, Mob: +91 8697212759 (upasana.majumder@rxil.in).
- ii. Mrs Monalisa Das Nath, Dy VP, Mynd Solutions, Mob: +91 8100551223 (monalisa.das@m1exchange.com)
- iii. Mr. Subhas Chakraborty, RM, A-TReDS, Mob: +91 9681193155 (Subhas.Chakraborty@invoicemart.com)

19. Provisions of CIL's Purchase Manual: The provisions of CIL's Purchase Manual and its subsequent amendments (Available on CIL's website, www.coalindia.in) shall also be applicable, if not specified otherwise in this Bid document

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.