

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	20-10-2025 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	20-10-2025 11:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Coal
विभाग का नाम/Department Name	Coal India Limited
संगठन का नाम/Organisation Name	Bharat Coking Coal Limited
कार्यालय का नाम/Office Name	Bcci Dhanbad Jharkhand
कुल मात्रा/Total Quantity	4
वस्तु श्रेणी /Item Category	Crawler Hydraulic Excavator (V2) (Q2)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	7 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
अनुमानित बिड मूल्य /Estimated Bid Value	527964018.24
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	5000000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	9

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category 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). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

PSU

BCCL Dhanbad Jharkhand, COAL INDIA LIMITED, Bharat Coking Coal Limited, Ministry of Coal (Bccl)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
5. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. [OM_No.1_4_2021_PPD_dated_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
6. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small

Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

7. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

8. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

BOQ - [1758723471.xlsx](#)

Crawler Hydraulic Excavator (V2) (4 pieces)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

* जेम कैटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Generic Parameters	Operating weight	Any applicable numeric value (kilogram)
	Shipping weight	Any applicable numeric value (kilogram)
	Bucket capacity (CuM)	0.01 - 40 (cubic meter)
Engine Parameters	Engine maximum horsepower (Gross Power) at rated RPM (hp)	10 - 2000
Performance Parameters	Maximum digging depth	Any applicable numeric value (millimeter)
	Maximum cutting height	Any applicable numeric value (millimeter)
	Maximum loading height	Any applicable numeric value (millimeter)

Additional Specification Parameters - Crawler Hydraulic Excavator (V2) (4 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Bucket capacity (CuM)	5-6
Technical specification	Refer Technical specification attached in ATC

* Bidders offering must also comply with the additional specification parameters mentioned above.

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Tarun Kumar	828101,Office of Depot Officer ,Regional Store Sijua Area , Post Office BANSJORA (SUB OFFICE), DHANBAD, JHARKHAND	1	208
2	Johnson Besra	828128,Regional Store, Sinidih, Govindpur, Area-3, BCCL, Post- Tundu, Dhanbad, Pincode- 828128.	2	208
3	Shubham Lawaniya	828116,BCCL, Kusunda Area, Post: Kusunda	1	208

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions**1. Generic**

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

2. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

3. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

4. Generic

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

5. **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.

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.

7. **Scope of Supply**

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

8. **Service & Support**

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

9. **Service & Support**

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

10. **Inspection**

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

11. **Forms of EMD and PBG**

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

Bharat Coking Coal Limited
payable at
Dhanbad

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

12. Forms of EMD and PBG

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

Bharat Coking Coal Limited
Account No.
10976596836
IFSC Code
SBIN0000066
Bank Name
State Bank of India
Branch address
Bank More , Dhanbad

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

13. Buyer Added Bid Specific ATC

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

14. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Annexure-I Instruction to Bidders

1. Requirement

We require a total of four units of 5-6 CuM Hydraulic Excavator, each with five years (one-year warranty plus a Four-year guarantee period) guaranteed spares. The bid was structured to indicate separate line item for equipment as well as each year guaranteed spares. Hence, details of schedule, its description & its quantity are as under,

Sl.	Schedule	Description	Qty. (Nos.)
1.	Schedule 1	Diesel Powered Hydraulic Excavator with 5-6 CuM Back-Hoe Bucket	4
2.	Schedule 2	First year spares & consumables for Diesel Powered Hydraulic Excavator with 5-6 CuM Back-Hoe Bucket	4
3.	Schedule 3	Second year spares & consumables for Diesel Powered Hydraulic Excavator with 5-6 CuM Back-Hoe Bucket	4
4.	Schedule 4	Third year spares & consumables for Diesel Powered Hydraulic Excavator with 5-6 CuM Back-Hoe Bucket	4

5.	Schedule 5	Fourth year spares & consumables for Diesel Powered Hydraulic Excavator with 5-6 CuM Back-Hoe Bucket	4
6.	Schedule 6	Fifth year spares & consumables for Diesel Powered Hydraulic Excavator with 5-6 CuM Back-Hoe Bucket	4
	Total		4

Bidders are therefore requested to offer their bids based on the quantity specified in the Bill of Quantities (BOQ), which is four units of each schedule.

2. In respect of Pre-dispatch inspection clause of ATC of this GeM Bid, it shall be noted that before dispatch, the goods will be inspected by Buyer /GM (Excn.) /HOD or their Authorized Representative only. Before dispatch, the goods shall not be inspected by Nominated External Inspection Agency.
3. Bidders are required to provide list of required spares & consumables mentioning description, part no., quantity per excavator in their offer with unit of measurement against schedule 2 to Schedule 6.

4. Submission of price bid and reverse auction

BOQ has been prepared for eight excel sheets as under:

Sl	Line item
1	Complete Supply of equipment along with accessories, consumables, training, installation, commissioning and testing
2	Special tools
3	1 st year /Warranty period Spares & consumables
4	2 nd Year Spares & consumables
5	3 rd Year Spares & consumables
6	4 th Year Spares & consumables
7	5 th Year Spares & consumables
8	Price summary

5. As directed by CIL, BCCL shall capitalize GST Input Tax Credit in case of Capital Goods. Accordingly, the financial evaluation of bids in case of goods falling under Capital Expenditure shall be made on landed cost basis inclusive of GST without considering ITC. However, in case of goods falling under Revenue Expenditure, the financial evaluation of bid shall be made on net landed cost basis after deducting ITC (equal to GST amount) from the landed value of the item.

6. In instant case, Equipment, Special Tools and 1st year spares are covered under capital expenditure and 2nd, 3rd, 4th & 5th Year spares come under revenue expenditure. Therefore, L-1 evaluation will be done adding the (i) landed cost of Equipment, Special Tools & 1st year spares inclusive of GST without considering ITC and (ii) net landed cum NPV cost of 2nd, 3rd, 4th & 5th Year spares after deducting ITC (equal to GST amount) from the landed value of the items.
7. There is an excel file named “BoQ” in ‘Excel Upload Required’ section of the GeM Bid. The excel file consists of 8 sheets. 7 sheets for quoting the prices for the above mentioned item and one consolidated sheet containing the price of equipment & the prices arrived in each of the above last 7 sheets.
8. The Bidder will download the BOQ excel file and enter basic rates and other details as per the requirement of excel sheets.
9. Details of ‘BOQ’ excel sheet as under,

Sl	BOQ excel Sheet Name	Content details
1	1_Main	<p>In this sheet the bidder will quote FOR destination unit basic price inclusive of all charges, Erection & Commissioning charges & GST rate, for one Equipment.</p> <p>Total basic price & GST value of special Tools , 1st , 2nd ,3rd ,4th & 5th Spares & consumables sheet will be indicated automatically in this sheet from the following six sheets.</p>
2	2_Special Tools	<p>In this sheet the bidder will quote FOR destination unit basic price, GST & quantity of each item required for one Equipment.</p> <p>Total basic price & GST value (unit prices multiplied with the quantity of items) of this sheet will be indicated automatically in ‘1_Main sheet , of BOQ separately.</p>

3	3_1st Year Spares	<p>In this sheet the bidder will quote FOR destination unit basic price, GST & quantity of each item required for one Equipment.</p> <p>Total basic price & GST value (unit prices multiplied with the quantity of items) of this sheet will be indicated automatically in '1_Main sheet , of BOQ separately.</p>
4	4_2nd Year Spares	<p>In this sheet the bidder will quote FOR destination unit basic price, GST & quantity of each item required for one Equipment.</p> <p>Total basic price & GST value (unit prices multiplied with the quantity of items) of this sheet will be indicated automatically in '1_Main sheet , of BOQ separately.</p>
5	5_3rd Year Spares	<p>In this sheet the bidder will quote FOR destination unit basic price, GST & quantity of each item required for one Equipment.</p> <p>Total basic price & GST value (unit prices multiplied with the quantity of items) of this sheet will be indicated automatically in '1_Main sheet , of BOQ separately.</p>
6	6_4th Year Spares	<p>In this sheet the bidder will quote FOR destination unit basic price, GST & quantity of each item required for one Equipment.</p> <p>Total basic price & GST value (unit prices multiplied with the quantity of items) of this sheet will be indicated automatically in '1_Main sheet , of BOQ separately.</p>
7	7_5th Year Spares	<p>In this sheet the bidder will quote FOR destination unit basic price, GST & quantity of each item required for one Equipment.</p> <p>Total basic price & GST value (unit prices multiplied with the quantity of items) of this sheet will be indicated automatically in '1_Main sheet , of BOQ separately.</p>
8	8_Price_Summary	In this sheet, the summary of prices will be automatically displayed.

10. Total bid price for L-1 determination purpose shall be calculated as under,

Sl	Particulars	Unit Price(Rs.)	Cell no.
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1	Net Landed Price of the Equipment including GST	A	Schedule1
2	Net Landed Price of the Special Tools including GST	B	
3	Net Landed Price of Spares & Consumables for 1 st yearspares & consumables including GST	C	Schedule2
4	NPV of Net Landed Price for all Spares & Consumables for 2 nd year spares & consumables deducting Input Tax Credit on GST	D	Schedule3
5	NPV of Net Landed Price for all Spares & Consumables for 3 rd year spares & consumables deducting Input Tax Credit on GST	E	Schedule4
6	NPV of Net Landed Price for all Spares & Consumables for 4 th year spares & consumables deducting Input Tax Credit on GST	F	Schedule5
7	NPV of Net Landed Price for all Spares & Consumables for 5 th year spares & consumables deducting Input Tax Credit on GST	G	Schedule6
8	Total Bid Price for L-1 evaluation	=(A+B+C+D+E+F+G)	

11. Bidders are required to quote their net landed price with NPV for each schedule to be taken from following cells of 1_Main sheet of BOQ sheet for uploading in GeM Portal against respective schedule,

SI	Particulars	Schedule	Cell no.
1	Net Landed Price of the Equipment including GST	Schedule1	=N9+N10+ N11
2	Net Landed Price of the Special Tools including GST		
3	Net Landed Price of Spares & Consumables for 1 st yearspares & consumables including GST	Schedule2	N12
4	NPV of Net Landed Price for all Spares & Consumables for 2 nd year spares & consumables deducting Input Tax Credit on GST	Schedule3	N13

5	NPV of Net Landed Price for all Spares & Consumables for 3 rd year spares & consumables deducting Input Tax Credit on GST	Schedule4	N14
6	NPV of Net Landed Price for all Spares & Consumables for 4 th year spares & consumables deducting Input Tax Credit on GST	Schedule5	N15
7	NPV of Net Landed Price for all Spares & Consumables for 5 th year spares & consumables deducting Input Tax Credit on GST	Schedule5	N16
8	Total Bid Price for L-1 evaluation		N17

12. Total net landed price with NPV for each Equipment for L-1 determination is defined as CONSOLIDATED PRICE in Cell no. N 17 (highlighted in green) of '1_Main' Sheet of BOQ.
13. The ranking of the techno-commercially acceptable bids shall be made on the basis of N17 (Total Bid Price for the Equipment and spares & consumables price as above) which will be the sum of N9+N10+N11+N12+N13+N14+N15+N16 or Sum of prices of Schedule1, Schedule2, Schedule3, Schedule4, Schedule5, schedule6.
14. The bidder has to input this CONSOLIDATED PRICE in Cell no. N17 (highlighted in green) of '1_Main' Sheet of BOQ **as bidder's product unit price in the GeM Bid.**
15. Bidders shall convert this BoQ excel sheet dully filled in (after indicating their prices as above) into a pdf format file and upload the same under the file " Financial Documents" at the time of submission of the bid documents. However this pdf format financial document will be revealed only after the opening of the Price bid and it will act as the reference document .
16. Name of Bidder shall not be appeared anywhere in this BOQ excel sheet.
17. A bidder may reduce this CONSOLIDATED PRICE during reverse auction. Rules of reverse auction shall be as built-in rules of GeM.
18. Break up of L1 rates- After reverse auction, the unit basic price of each item of equipment, special tools and year wise spares & consumables along

with GST will have to be back calculated to arrive at total post auction price in absolute value without NPV including GST for Equipment, special tools and 5 years spares & consumables as quoted in the original sheet.

19. After RA, the L1 bidder has to work out the price break up of the post auction L1 price in the similar fashion as per original excel sheet and upload the same in GeM portal under respective tab & also email the same to anils.yadav@coalindia.in/ shameel.waris@coalindia.in / gmmm.bccl@gmail.com .
20. In case there is further reduction in price by the L-1 bidder after reverse auction, while updating the reduced price in GeM, the bidder shall also upload the revised price breakup in pdf format in the Financial upload .
21. While working out the revised price break-up, the bidder is not allowed to increase the initial quoted price and increase in the quantity of any component and have to consider the same rate of GST as quoted in the initial price.
22. This sheet shall be attached with GeM Contract along with summary of price break-up.
23. Bidder must indicate all the price elements of Cost which are applicable in their case, as provided in the relevant Price Bid Format.
24. In case any of the Cell in Price Bid Format pertaining to any cost element is left blank or shown as 0.00, then that Element shall be treated as Included in Basic Price/NIL and in case such cost is applicable/payable extra over the Basic Price the same shall be borne by the seller in the event of placement of order.
However, in case “Basic Price” of Equipment is indicated as 0.00 / Nil, the Bid shall be treated as non-responsive for that item.
25. Bidders are required to indicate the correct details of Item description, HSN Code, Part no. , Unit of measurement, Quantity, GST Rate and Unit rate of items/ spares in respective BOQ sheet.
26. The L-1 status shall be decided by deducing the Input Tax credit on GST in 2nd, 3rd 4th, 5th Year spares price. Therefore, the bidders are to ensure timely and correct filing of their returns. In case of any lapse on the part of the bidder resulting in BCCL being denied of the Input Tax Credit by tax authorities, equivalent amount shall be recovered from the bills of suppliers.

27. If there is any statutory change in GST within contractual delivery period, the same shall be admissible and will be paid at actual based on documentary evidence. However, no upward revision in GST beyond original delivery period shall be admissible unless the delay is due to any lapse on the part of the purchaser.
28. Final contract value will be uploaded by GeM to reflect the absolute value of the complete equipment along with special tools and 5 years spares and consumables (as provided by the seller/ bidder to buyer post RA), as NPV is only to be used for evaluation purpose.
29. While generating the GeM contract, the order value of schedule 1 &2 shall be as quoted by bidder without discounting for NPV. However , order value for schedule 3,4,5&6 shall generated after changing the NPV values (as quoted by firm) to their respective absolute value (as quoted by firm) from backend.
30. The post RA price breakup/revised price breakup to be uploaded by L-1 bidder through GeM portal or through mail which shall become part of contract either in online or in offline mode. A separate addendum to the GeM Contract with details of individual Spares and consumables & other offer details may also be issued off line, if these will not incorporated in GeM contract by GeM portal.
31. As the supply of Spares and consumables for 2nd year to 5th Year is to be made within the respective year of operation and there is no provision of advance year budget provision in our SAP.
32. The supply, billing and payment shall be dealt either in online or offline mode with/without generating CRAC as per suitable provision available in GeM portal at time of execution(For all schedule if needed).

Annexure-II

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

The bidders will have to upload duly filled in and signed copy of the Pre-Contract Integrity Pact along with their offer which may be:-

i) Either physically signed (duly signed by the bidder along with the name, address & signature of the witnesses at the last page and the scanned copy of the same is to be uploaded)

or

ii) Digitally signed (using a Digital signature which is an electronic signature used to authenticate the identity of the signer and to ensure that the original content of the document remains

unchanged.)

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

Sl	Name of IEM	Address	e-Mail ID
1	Shri Arvind Kumar Kadyan, IDAS (Retd.),	B-211, Paschim Vihar, New Delhi - 110063	arvindkadyan17@gmail.com
2	Shri Amrit Lugun, IFS(Retd.),	A2/122, Ground floor , Safdarjung enclave, New Delhi-110029.	a.lugan@ymail.com

In the event of any dispute between the management and the bidder relating to this Bid/thereafter contracts (where Integrity Pact is applicable), in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. The fees/ expenses on dispute resolution shall be equally shared by both the parties.

(2) Lowest Price Certificate

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

(3) Other Documents,

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

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

(4) Payment

(A) For Payment of equipment in Indian Rupees:

- i. 80% value of the equipment and 100% taxes and duties and other charges excluding erection & commissioning charges shall be made within 21 days after receipt and acceptance of materials at site at the consignee's end and acceptance of Performance Bank Guarantee valid till 3 months after the completion of 60 months period from the date of commissioning of all the equipment covered in the contract.
- ii. Balance 20% payment including erection & commissioning charges shall be made after successful completion of erection, testing, commissioning and final acceptance of the equipment (along with the accessories) upon presentation of successful commissioning certificate, signed by the concerned officials of the Project and counter-signed by the Area General Manager and HOD of Excavation Deptt. Of BCCL, where the equipment has been deployed.
- iii. Freight and transit insurance charges shall be paid at actual subject to ceiling of the quoted rates/prices.

(B) Submission of Documents for Payment in Indian Rupees for equipment

For payment for equipment in Indian Rupees, the supplier will submit the following documents along with bills to the paying authority:

- i. Four copies of the Supplier's invoice, Pre-Receipted and Stamped showing Contract Number, Goods description, quantity, unit price, total amount and GST No. of Ultimate Consignee.
- ii. Receipted Challan/ Consignment Note of all the consignments.
- iii. Manufacturer's Test & Inspection Certificate.
- iv. Manufacturer's Warranty /Guarantee Certificate.
- v. Lowest Price Certificate
- vi. Copy of Performance Bank Guarantee
- vii. Documentary evidence for freight and transit insurance charges up to the destination.
- viii. Copy of Certificate of Insurance.
- ix. Any other document(s) required as per contract.

(C) For Payment of spares and consumables for 60 months from the date of commissioning of the equipment in Indian Rupees:

100% value of the supplementary items as per scope of supply and 100% taxes and duties and other charges shall be made within 21 days after receipt and acceptance of materials at consignee's end.

(D) Submission of Documents for Payment in Indian Rupees for spares and consumables as per scope of supply: For payment for Spares and consumables in Indian Rupees, the supplier will submit the following documents along with bills to the paying authority:

- i. Four copies of the Supplier's invoice, Pre-Receipted and Stamped showing Contract Number, Goods description, quantity, unit price, total amount and GST No. of Ultimate Consignee.
- ii. Receipted Challan/ Consignment Note of all the consignments.
- iii. Lowest Price Certificate.
- iv. Any other document(s) required as per contract.

(5) Security Deposit,

- a. The Security Deposit shall be for 5% of total contract value. Security Deposit is to be submitted by bidders in e-PBG format of GeM as Security Deposit. The SD shall remain valid till 2 months after the completion of delivery period (208 days) from the date of issue of GeM Contract.
- b. The Security Deposit shall be deposited through RTGS / NEFT / IMPS / e-BG/ other digital modes or in the form of a Bank Guarantee in the prescribed format from a RBI Scheduled Bank in purchaser's country (on a non-judicial stamp paper) within 15 days from date of notification of award or placement of order.
- c. The Security Deposit shall be in the same currency(ies) in which contract is to be signed/ issued. In case of multi-currency contract, separate Security Deposit Bank Guarantee (SDBG) in respective currency for required value as above shall be submitted.
- d. In case of equipment, SDBG shall not be individual equipment wise. However, multiple Bank Guarantees for Security Deposit shall be permissible provided value of all the SDBGs totals to 5% of the contract value, and all are submitted simultaneously within the specified time schedule and all of them are in the same prescribed format of SDBG without linking to any particular equipment.
- e. The SDBG shall remain valid up to 2 months after completion of supplies and acceptance of materials by the consignee in case of supply contracts and in case of contracts for equipment involving installation and commissioning, 2 months after the supply and commissioning of all the equipment covered in the contract .
- f. If the successful tenderer fails to deposit the security deposit within 15 (fifteen) days from date of notification of award/ placement of order, another opportunity may be given to them for submission of Security Deposit within next 15 days. If the successful tenderer still fails to deposit the security deposit within the extended period but executes the supplies within scheduled delivery period, the submission of Security Deposit may be waived , as the purpose of submission of SD is fulfilled.
- g. In cases where the successful tenderer did not submit the security deposit within the extended period for SD submission but has supplied the materials either in full or in part after the extended period for SD submission, a penalty equivalent to 0.5% (half percent) of SD amount for delay of each week or part thereof (period of delay is to be calculated from the 31st day from the date of notification of award/placement of order to the date of receipt of full SD) shall be levied subject to a maximum of 5% of the contract value.
- h. Security Deposit will be released with the approval of HOD of MM Department / Area GM within 30 days after completion of supplies and acceptance of material by the consignee in case of supply contractor after successful commissioning and on receipt of confirmation of Performance Bank Guarantee(s) for all the equipment covered in the contract in case of contracts for equipment and all those items/ goods involving installation and commissioning and PBG.
- i. All Central/State Government Organization/PSUs shall be exempted from submission of Security Deposit. OEM/OES shall also be exempted from submission of
- j. Security Deposit in case of procurement of Spare Parts for equipment a

against Single Tender Enquiry/Open/Limited Tenders. f. The SDBG will be submitted Through Structured Financial Management System (SFMS).

(6) Performance Bank Guarantee,

Apart from 5 % e-PBG as per GeM format (which is towards security Deposit), the successful bidder shall be required to furnish performance bank Guarantee, PBG (s) as per following,

- i. The successful bidder shall be required to furnish a Performance Guarantee equivalent to 10% value of the contract to cover the warranty/guarantee period. In case of Contracts for procurement of Capital Goods along with Warranty Spares & Consumables (if applicable) and additional Spares & Consumables / AMC / CMC for more than one year, the Performance Guarantee shall be for 10% of equipment landed value along with maximum annual landed value of Spares & Consumables.
- ii. The Performance Guarantee shall be in the form of a Bank Guarantee issued by a RBI scheduled bank in India as per given format in **Annexure-D** on a non-judicial stamp paper.
- iii. The Performance Bank Guarantee (PBG) shall be in the same currency (ies) in which contract has been signed/created. In case of multi-currency contract, separate PBG in respective currency for required value shall be submitted.
- iv. If the contract is for procurement of equipment, the PBG (s) may be submitted equipment wise also. For this purpose, the value of each equipment will be worked out by dividing the total value of contract for a particular item of Bid, worked out as per provisions contained in above point **6.(i)**, by the number of equipment (**04 nos**) ordered for that particular item of the Bid.
- v. The PBG(s) shall remain valid till **3 months** after the completion of warranty period (i.e. **60 months** period from the date of commissioning of respective equipment covered in the contract).
- vi. The PBG shall be submitted, sufficiently in advance (say 3-4 weeks) to enable its verification before submission of the invoice for 80% payment of the particular equipment(s).
- vii. The release of the Performance Bank guarantee(s) after above indicated period, shall be subject to satisfactory performance of the equipment/ items during warranty period (i.e. **60 months** period from the date of commissioning of respective equipment covered in the contract) and fulfilment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. The Performance Bank Guarantee shall be released after expiry of validity period if no claim is pending, with the approval of the concerned HOD (MM) after expiry of validity period after obtaining the following:
 1. 'No Claim Certificate' from the concerned HOD (User Dept.) indicating that there is no claim pending.
 2. 'No Claim Certificate' from the contractor indicating that there is no claim pending and that there is no dispute pending as per **Annexure- E**.
- viii. In case of procurement of equipment, if the successful tenderer which does not have the After Sales Service Support facilities in India like Depot/ Warehouse for supply of spare parts, Workshop facilities for servicing and repair of assemblies, sub-assemblies and equipment, availability of trained tech

nical manpower etc., training facilities for providing training to CIL's personnel, wherever required, additional Performance Bank Guarantee for the **30 % of value defined in point no.6.i** of the contract including all taxes, duties and other costs and charges shall have to be submitted. This 30% PBG will be released after establishment of After Sales Service Support facilities in India subject to confirmation of the same by concerned Head of Technical Department.

However, the supplier shall have to submit PBG for 10% of the total contract value to be kept valid for the remaining period of the contract plus 3 months processing period before release of 30% PBG.

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

- ix. The PBG will be submitted through Structured Financial Management System (SFMS).
- x. The PBG issued by Issuing bank on behalf of the bidder in favour of "Bharat Coking Coal Limited" shall be in paper form (Stamp Paper) as well as issued under "Structured Financial Messaging System". The details of beneficiary Bank for issue of BG through SFMS Platform shall be as under, Issuing Bank should send the underlying confirmation to either of following banks:

Name of beneficiary & its details	Name	Bharat Coking Coal Limited
	Area	HQ, BCCL
	Bank Account no.	35160317947
	Deptt.	MM Department
Beneficiary Bank, Branch & Address	State Bank of India	
	Main Branch Dhanbad	
IFSC code	SBIN0000066	

Or

Name of beneficiary & its details	Name	Bharat Coking Coal Limited
	Area	HQ, BCCL
	Bank Account no.	019605001057
	Deptt.	MM Department
Beneficiary Bank, Branch & Address	ICICI Bank	
	ICICI Bank, Dhanbad	
IFSC code	ICIC0000196	

- xi. Original copy of the Bank Guarantee issued by the Issuing Bank along with SFMS confirmation shall be sent by the issuing bank to MM department, BCCL.
- xii. In cases where the supplier does not submit the PBG in time or as per the prescribed format in line with the contract stipulations, the PBG amount may be deducted from the first bill or in case of insufficient amount, from subsequent bill(s) of the supplier till the full PBG amount is deducted. This amount shall be refunded to the supplier upon acceptance of PBG submitted by them.

(7) Relaxation for MSEs and Start-ups

If bidders have submitted documents to prove the Startup/MSE status for the tendered item and their products are ISI marked/DGMS approved/Proven in CIL or its Subsidiary companies/Proven product of the ancillary unit of a Subsidiary Company of CIL, they will be required to submit the following applicable related documents, for relaxation from the criteria of prior experience and prior turnover:

- a valid BIS Marking License for the quoted items.

Or

- Rate contract issued by CIL/its Subsidiary Companies for the quoted items

Or

- a valid DGMS Approval certificate for the quoted items.

Or

- Proven Ancillary certificate issued by BCCL for the quoted items.

Or

If bidders have submitted documents to prove the Startup/MSE status for the tendered item without certificate towards quality, assurance and capability from some authority like MSME, NSIC, etc, the bidder needs to submit Proforma for Equipment and Quality Control' (as per **Annexure-F**) duly filled along with the bid for assessing the techno-commercial capability of the vendors to manufacture and deliver goods as per the prescribed quality and technical specification (attached in Buyer Added Bid Specific ATC – Buyer Added ATC document). The document(s) / certificate(s) furnished by the bidders for ISI markings or DGMS approval for any relaxation should be valid on the date of tender opening and a copy of such document(s)/certificate(s) valid on the date of supply, must accompany their bill(s).

(8) Bidders details: Annexure-C is to be filled by all bidders & to be uploaded in pdf format in offer documents.

(9) MII (Make in India) certificate should contain **exact percentage** of local content with site(s) of value addition (**ANNEXURE-B**).

(10) Manufacturer Authorization: Wherever Authorized

Distributors/service providers are submitting the bid, bid specific Authorization Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

(11) Pre Dispatch Inspection provision will be applicable and pre dispatch inspection shall be done by GM (Excv)/HOD or his authorized representative.

(12) Inspecting Authority: GM (Excavtion) I/c or his Authorized Representative.

(13) Erection and Commissioning Period – The supply, erection, and commissioning of the equipment shall be completed within 208 days from the date of placement of order.

However, the erection and commissioning shall be completed within four weeks from the date of acceptance of the supplied equipment, failing which Liquidated Damages (L.D.) shall be applicable as per GeM provisions.

(14) DOCUMENTS TO BE SUBMITTED BY BIDDERS WHO HAVE SUBMITTED EMD IN FORM OF DD/RTGS / INTERNET BANKING.

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

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

(15) Delivery of Goods

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The delivery of Goods shall be deemed to take place on delivery of the Goods in accordance with the terms of the contract.

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

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

Consignee,

- i. Supplier's invoice showing Contract Number, Goods description, quantity, unit price, total amount;
- ii. Railway receipt/ Transporter's consignment note /acknowledgement of receipt of Goods from the consignee(s);
- iii. Manufacturer's/Supplier's warranty / guarantee certificate;
- iv. Manufacturer's Test & Inspection certificate (if any)

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

(16) Clarification of Bids/ Shortfall/ Confirmatory Documents: After evaluation of the uploaded documents, shortfall documents, if required, shall be sought from the bidder. For this purpose, maximum 1 chance shall be given. The time period for the clarification will be 7x24hrs 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. If the bidder does not comply or respond by the specified date & time, his tender will be liable to be rejected. The shortfall information/documents shall be sought only in case of historical documents as per GeM provision/rules.

(17) No shortfall documents submitted during the 48-hour challenge/representation period will be accepted.

(18) TReDS: Trade Receivables Discounting System (TReDS) is an initiative of Reserve bank of India (RBI) to facilitate MSME receivable payments from corporates. BCCL has onboarded on following three TReDS platforms

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

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

The delivery period stipulated in the Contract/Purchase Order shall be deemed to be the essence of the contract and delivery of the Goods must be completed within the specified period.

Annexure-A

(Manufacturer's Authorization Form)

Applicable in case of Indian Subsidiary/Indian Agent of an Indian Manufacturer

To

Bharat Coking Coal Limited

(A Mini Ratna Company)

Regt. Off: Koyla Bhawan, Koyla Nagar

Dhanbad-826005, India

Dear Sirs,

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

1. WHEREAS we, [*name of manufacturer*] who are established and reputable manufacturers of goods having factories at [*address(es) of factory(ies)*] and as a matter of our corporate policy do not supply directly.
2. Do hereby authorize our [*Name & Address of Indian Agent/Indian Subsidiary*] to quote against the subject Tender on our behalf.
3. We certify that the business entity of our Indian Agent/Indian Subsidiary is in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent.
4. We stand guarantee for the quoted item by the above authorised Indian agent/ ~~Indian Office~~/Indian Subsidiary/ **Indian Manufacturing entity** on our behalf and for fulfilment of all contractual obligations during the entire contract period.
5. In the event of failure on the part of our authorized Indian agent/Indian Subsidiary/ **Indian Manufacturing entity** in fulfillment of contractual obligations or change or closure of our authorized agent for any unforeseen reason, we shall take the responsibility to make alternate arrangements to support B

CCL as well as execute the remaining period of the contract ourselves or through another competent entity fulfilling the eligibility criteria stipulated in the tender document.

6. We confirm that we shall provide requisite inspection and testing facilities at our works in respect of orders placed on authorized agent.
7. We confirm that letter submitted by the agents for inspection of goods would be accompanied by a certificate from us that the goods offered for inspection as indicated in the letter have been manufactured by us.
8. We confirm to ensure the supply of spares & consumables and service support for smooth running of the equipment throughout its life for the equipment throughout its life for the equipment being offered.

(Signature)

(Name)

(Designation)

(Seal)

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

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

Annexure-A-1

(Principal Manufacturer's Declaration Form)

(Applicable In case of Indian Manufacturing entity of foreign manufacturer)

To

Bharat Coking Coal Limited

(A Mini Ratna Company)

Regt. Off: Koyla Bhawan, Koyla Nagar

Dhanbad-826005, India

Dear Sirs,

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

We (Principal manufacturer) have decided to manufacture (Name and model of the Equipment or range of Equipment) in India. The manufacturing activity

shall be taken up by M/s.....having Registered office at (Address)in their manufacturing facility at (Address of factory) who have submitted their bid against this tender.

In this regard we certify the following:

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

OR (Strike of whichever not applicable)

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

5. In the event of failure on the part of Indian Collaborator/Licensee/ Indian Subsidiary/ Indian Manufacturing Entity in fulfilment of contractual obligations or closure of Indian Collaborator/ Licensee/ Indian Subsidiary/ Indian Manufacturing Entity for any unforeseen reason, we shall take the responsibility to make alternate arrangements to support BCCL as well as execute the remaining period of the contract ourselves or through another competent Indian entity fulfilling the eligibility criteria stipulated in the tender document as applicable.

6. We undertake for the successful performance of the equipment with the indigenization carried out by the indigenous manufacturer during lifetime of the equipment.

7. We confirm to ensure the supply of spares & consumables and service support for smooth running of the equipment throughout its life for the equipment throughout its life for the equipment being offered.

8. We confirm our acceptance to be a signatory to the contract in case of acceptance of offer of our Indian Collaborator /Licensee/ Indian Subsidiary/ Indian Manufacturing Entity of Foreign Manufacturer.

(Signature)

(Name)

(Designation)

(Seal)

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

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

ANNEXURE-B

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

Ref. No: Date:

Tender No.: dated

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

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

- 1.
- 2.

(Signature of the authorised signatory)

Name:

Designation:

Email id:

Mobile No:

Place:

Date:

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

Annexure-C
(Bidder Details)

Sl	Details required	Bidder Details
1	Offer no. and Date	
2	Name of the Tenderer	
3	Address of the Tenderer	
4	Phone no. of office	
5	Fax No of office	
6	E-mail id of office	
7	Contact person name & designation	
8	Contact person Mobile no.	
9	Contact person e-mail id	
10	If the tenderer is a Dealer	

11	Name of manufacturer (If the tenderer is not Manufacturer)	
12	Address of the manufacturer	
13	Phone /fax/email id of manufacturer	
14	Nature of company (Govt/PSU/Pvt Ltd /Public Ltd/Other (please specify)	
15	Ownership (Proprietorship/partnership/other)	
16	Name of the Chief Executive of tenderer / Proprietor	
17	Email id of the Chief Executive of Tenderer / Proprietor	
18	Supply address (from which place and state the materials will be supplied) to be mentioned for equipment items .	
19	Billing address from where billing to be done for tender items.	
20	Type of local supplier (Class-I/Class-II)	
21	% of Local Content for each schedule as a whole as per auditor' certificate	
22	Place of value addition for each schedule as per auditor' certificate	

This annexure is to be filled by all bidders & to be uploaded in pdf form at in offer documents.

Annexure-D

(Performance Bank Guarantee Format)

M/s. Bharat Coking Coal Ltd.

KoylaBhawan

KoylaNagar

Dhanbad – 826005

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

Messers 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 Coal India Limited , Kolkata on behalf of Bharat Coking Coal Limited /Purchaser Company (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) having its Office at..... has at the request of the Contractor agreed to give the guarantee as hereinafter contained.

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

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

We, the Bank- further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect till the period that will be taken for the performance of the said agreement which is likely to be theday of but if the period of agreement is extended either pursuant to the provisions

in the said agreement or by mutual agreement between the contractor and the Company the Bank shall renew the period of the guarantee failing which it shall pay to the Company the said sum of Rs..... or such lesser amount out of the said sum of Rs..... as may be due to the Company and as the Company may demand. This guarantee shall remain in force until the dues of the Company in respect of the said sum of Rs..... are fully satisfied and the company certifies that the agreement has been fully carried out by the contractor and discharges the guarantee.

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

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

Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs..... only. The guarantee shall remain in force till the day of20... and unless the guarantee is renewed or a claim is preferred against the Bank within the validity period and/or the claim period from the said date ,all rights of the company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

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

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

Place.....
authorized person

Signature of the

of the Bank

For and on behalf

Annexure-E

(No Claim Certificate)

(On company letterhead)

To,

(Contract Executing Officer)

Procuring Entity_____

NO CLAIM CERTIFICATE

Sub: **Contract Agreement no. ----- dated -----for the s
upply 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

ons 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: _____

ANNEXURE-F

(PROFORMA FOR EQUIPMENT AND QUALITY CONTROL FOR MSE BIDDER)

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

1. Name and Address of the Firm
2. (a) Telephone No. office/factory/works
(b) Fax No. / E-mail ID
3. Location of manufacturing works/factories owned by the firm (documentary evidence of ownership must be produced).
4. Brief description of the factory (i.e. area covered accommodation, Department into which it is divided, laboratory etc.)

5. Details of plant and machinery erected and functioning in each department (monographs and description pamphlets) be supplied if available.
6. Whether the process of manufacture in the factory is carried out with the aid of power or without it.
7. Process Flow Chart for the whole manufacturing process of the tendered item.
8. Details and stocks of raw materials held.
9. Production capacity of items quoted for with the existing plants and machinery
 - (a) Normal
 - (b) Maximum
10. Details of Quality Assurance Plan and Quality Control infrastructure such as laboratories etc.
11. (a) Details of technical supervisory staff in-charge of production and quality control.
- (b) Skilled labour employed.
- (c) Unskilled labour employed
- (d) Maximum number of workers (skilled and unskilled) employed on any day during 18 months preceding the date of application.
12. Whether stores were tested to any standard specification, if so, copies of original test certificate should be submitted in duplicate.

.....
(Signature of Tenderer)

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

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

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.

4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---