

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687781245249

अनुबंध तिथि | Generated Date : 21-Feb-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/3797153](#)

## संगठन विवरण | Organisation Details

प्रकार | Type : Central PSU  
मंत्रालय | Ministry : Ministry of Coal  
विभाग | Department : MAHANADI COALFIELDS LIMITED  
संगठन का नाम | Organisation Name : MAHANADI COALFIELDS LIMITED  
कार्यालय क्षेत्र | Office Zone : MAHANADI COALFIELDS LIMITED

## खरीदार विवरण | Buyer Details

पद | Designation : mmpur1b  
संपर्क नंबर | Contact No. : 0663-2542521-2734  
ईमेल आईडी | Email ID : mmpur1b.mcl@coalindia.in  
जीएसटीआईएन | GSTIN : 21AABCM5188P1Z3  
पता | Address : MAHANADI COALFIELDS LIMITED, PO - JAGRUTI VIHAR, BURLA, SAMBALPUR, ODISHA-768020, India

## वित्तीय स्वीकृति विवरण | Financial Approval Detail

आईएफडी सहमति | IFD Concurrence : No  
प्रशासनिक अनुमोदन का पदनाम | Designation of Administrative Approval : General Manager MM/HOD  
वित्तीय अनुमोदन का पदनाम | Designation of Financial Approval : Dy GM Finance

## भुगतान प्राधिकरण विवरण | Paying Authority Details

Role : PAO  
भुगतान का तरीका | Payment Mode : Internet Banking  
पद | Designation : DEEPAK KUMAR BURMA MGR FIN  
ईमेल आईडी | Email ID : dkburma@coalindia.in  
जीएसटीआईएन | GSTIN : 21AABCM5188P1Z3  
पता | Address : MAHANADI COALFIELDS LIMITED, AT /PO - JAGRUTI VIHAR, BURLA, SAMBALPUR, ODISHA-768020, India

## विक्रेता विवरण | Seller Details

जेम विक्रेता आईडी | GeM Seller ID : 441A180000103543  
कंपनी का नाम | Company Name : HD HYUNDAI CONSTRUCTION EQUIPMENT INDIA PRIVATE LIMITED  
संपर्क नंबर | Contact No. : 09960801570  
ईमेल आईडी | Email ID : nilesh.gudape@hd.com  
पता | Address : Plot No A2, MIDC Chakan, PLOT NO. A-2, MIDC CHAKAN, PHASE II, VILLAGE: KHALUMBRE, TALUKA: KHED, DIST.: PUNE, PUNE, PUNE CITY, MAHARASHTRA-410501, -  
एमएसएमई सत्यापित | MSME verified : No  
एमएसएमई पंजीकरण संख्या | MSME Registration number : -  
जीएसटीआईएन | GSTIN : 27AABCH8756Q1ZQ

\*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 : HYUNDAI R340L SMART ब्रांड   Brand : HYUNDAI CONSTRUCTION EQUIPMENT ब्रांड प्रकार   Brand Type : Registered Brand कैटलॉग की स्थिति   Catalogue Status : Catalogue not verified by OEM कैसे बेचा जा रहा है   Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : HYUNDAI R340L SMART (Q3) मॉडल   Model : R340L SMART एचएसएन कोड   HSN Code : 84295200	2	set	10,935,370	NA	21,870,740
कुल ऑर्डर मूल्य   Total Order Value (in INR)						21,870,740

## परोक्ष विवरण | Consignee Detail

क्र.सं.   S.No	प्रेषिती   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 : depot-off-basa.mcl@coalindia.in संपर्क   Contact : 87890-15874- जीएसटीआईएन   GSTIN : 21AABCM5188P1Z3 पता   Address : Mahanadi Coalfields Limited, At & Po- Basundhara, Sundargarh, Basundhara-770076, SUNDERGARH, ODISHA-770076, India	HYUNDAI R340L SMART	-	1	21-Feb-2024	21-May-2024
2	पद   Designation : - ईमेल आईडी   Email ID : depot-off-ibva.mcl@coalindia.in संपर्क   Contact : 99375-55915- जीएसटीआईएन   GSTIN : 21AABCM5188P1Z3 पता   Address : Office of the General Manager, Ib-Valley Area, MCL, Brajrajnagar, Dist: Jharsuguda, ODISHA-768216, Jharsuguda, ODISHA-768216, India	HYUNDAI R340L SMART	-	1	21-Feb-2024	21-May-2024

### Product Specification for HYUNDAI R340L SMART

विनिर्देश   Specification	उप-विनिर्देश   Sub-Spec	मूल्य   Value
Custom Specification	Custom Specification	Yes

### विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:

1. <a href="#">SpecificationDocument1</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/80/37/371/CatalogAttrs/SpecificationDocument/2022/7/4/2022_07_04_09_40_26_r340l_smart_2022-07-04-09-40-41_48e8d6974b7755b88d55051435590a52.pdf
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### खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. <a href="#">SpecificationDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/4585073/54/78/703/CatalogAttrs/SpecificationDocument/2023/8/7/specification_document-merged_2023-08-07-13-09-44_384cc682fb1fb2eba7aa2807148b155a.pdf
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### ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):	10.00

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

### 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 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)

##### 2.2 Forms of EMD and PBG:

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

MAHANADI COALFIELDS LIMITED

payable at

SAMBALPUR

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

##### 2.3 Forms of EMD and PBG:

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

##### 2.4 Forms of EMD and PBG:

Bidders can also submit the EMD with Banker's Cheque in favour of

MAHANADI COALFIELDS LIMITED

payable at  
SAMBALPUR

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

**2.5 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.

**2.6 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 %.

**2.7 Buyer Added Bid Specific ATC:**

Buyer Added text based ATC clauses

**Additional Terms and Conditions-**

**Procurement of 02 Nos. Diesel Powered Hydraulic Excavators Capacity 1.2-2.2CuM with all filters and O-rings including Standard engine filters required for first 3000hours of operations Including Design, Manufacture, Testing, Delivery, on Site Erection and Commissioning For Samalshwari OCP (01No) and Basundhara (W) OCP (01No) respectively.**

1. The Supplier is required to provide a complete package of equipment for the supply of 02 Nos. Diesel Powered Hydraulic Excavators Capacity 1.2-2.2CuM with all filters and O-rings including Standard engine filters required for first 3000hours of operations Including Design, Manufacture, Testing, Delivery, on Site Erection and Commissioning for coal mining projects of MCL.
2. **Performance Bank Guarantee**
  - a. The successful bidder shall be required to furnish a Performance Guarantee equivalent to 10% value of the total landed value of the contract (including all taxes, duties and other costs and charges).
  - b. 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. (Format is given below at Annexure C)
  - c. The PBG (s) shall remain valid till 3 months after the completion of warranty period of 24 Months from date of commissioning (Indicated above).
  - d. 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 80% payment of the particular goods/ equipment(s).
  - e. 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 after expiry of warranty period if no claim is pending, with the approval of the concerned HOD (MM)/Area GM.
  - f. The PBG will be submitted through Structured Financial Management System (SFMS).
  - g. 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.
  - h. GST shall be applicable on Performance Guarantee forfeiture and will be extra and recovered from suppliers/bidders.
  - i. PBG is to be submitted as per the Annexure-A, along with SFMS confirmation.
  - j. **Procedure for submitting Bank Guarantee through SFMS:**
    - i. The bank guarantees issued by the issuing bank on behalf of contractor, supplier, customer in favour of Mahanadi Coalfields Limited shall be in paper form as well as Structured Financial Messaging System (SFMS).
    - ii. MCL has chosen State Bank of India and ICICI Bank to act as advising/beneficiary bank of MCL. The bank issuing the guarantee can choose either of these banks to send confirmation through SFMS.
    - iii. The details of beneficiary (i.e. MCL) for issue of bank guarantee in SFMS platform is as furnished as below.

**a) State Bank of India as advising bank of MCL**

1.	Name and details of the Beneficiary	i.	Name	Mahanadi Coalfields Limited
		ii.	Area	MCL HQ Sambalpur
		iii.	Name of Bank	State Bank of India
		iv.	Bank Account No.	010659453016
		v.	Department	MM Department, MCL HQ
2.	Beneficiary's Advising Bank, Branch and Address for Confirmation of BGs through SFMS	i.	Name of Bank	State Bank of India
		ii.	Bank Branch Name	MCL Complex Burla
		iii.	Branch Code	07749
		iv.	Beneficiary Bank Branch IFSC	SBIN0007749
		v.	Beneficiary Bank Address	MCL Complex, Jagriti Vihar, Burla, Sambalpur-768020

**b) ICICI Bank as advising bank of MCL**

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1.	Name and details of the Beneficiary	i.	Name	Mahanadi Coalfields Limited								
		ii.	Area	MCL HQ Sambalpur								
		iii.	Name of Bank	ICICI Bank								
		iv.	Bank Account No.	019405003862								
		v.	Department	MM, HQ								
2.	Beneficiary's Advising Bank, Branch and Address for Confirmation of BGs through SFMS	i.	Name of Bank	ICICI Bank								
		ii.	Bank Branch Name	Sambalpur								
		iii.	Branch Code	0194								
		iv.	Beneficiary Bank Branch IFSC	ICIC0000194								
		v.	Beneficiary Bank Address	Paradise Chamber, Infront of Jagannath Temple, Budharaja, Sambalpur - 768004								
The applicant's bank transmitting the Bank Guarantee through SFMS needs to mention the following details for Beneficiary Bank.												
<table border="1"> <thead> <tr> <th>SFMS Field No.</th> <th>Details</th> </tr> </thead> <tbody> <tr> <td>7035</td> <td>IFSC Code: ICIC0000194</td> </tr> <tr> <td>7036</td> <td>ICICI BANK LIMITED, PARADISE CHAMBER, IN FRONT OF JAGANNATH TEMPLE, BUDHARAJA, SAMBALPUR, ORISSA-768004 A/C No.019405003862</td> </tr> <tr> <td>7037</td> <td>MCL224951</td> </tr> </tbody> </table>					SFMS Field No.	Details	7035	IFSC Code: ICIC0000194	7036	ICICI BANK LIMITED, PARADISE CHAMBER, IN FRONT OF JAGANNATH TEMPLE, BUDHARAJA, SAMBALPUR, ORISSA-768004 A/C No.019405003862	7037	MCL224951
SFMS Field No.	Details											
7035	IFSC Code: ICIC0000194											
7036	ICICI BANK LIMITED, PARADISE CHAMBER, IN FRONT OF JAGANNATH TEMPLE, BUDHARAJA, SAMBALPUR, ORISSA-768004 A/C No.019405003862											
7037	MCL224951											
BG Applicant is to specifically ask BG issuing bank to mention the code 'MCL224951' in field no 7037 of IFN760COV/IFN767COV so as to enable the email IDs tagged with the account to receive advised BG over emails.												

iv. The Supplier / Contractor/ Customers are required to take note of it that above particulars are to be incorporated by the issuing bank properly while issuing the Bank Guarantee under SFMS mode to avoid any future problem in accepting the BGs.

v. The Guarantor (BG issuing bank) shall send information about issuance of this Guarantee through SFMS gateway to the State Bank of India, MCL Complex Burla (IFSC-SBIN0007749) or ICICI Bank, Ainthapalli, Sambalpur (IFSC-ICIC0000194), as the case may be, to aid in the process of confirmation of Bank Guarantee.

vi. The beneficiary's bank/advising bank shall send a copy of advice received under SFMS mode to Finance HQ through e-mail (i.e. email ids [gm-fin.mcl@coalindia.in](mailto:gm-fin.mcl@coalindia.in) & [user3-fin-cash.mcl@nic.in](mailto:user3-fin-cash.mcl@nic.in)) and provide print out of the said message from advising bank with seal and signature, to the Finance Dept. of HQ.

vii. The Original Bank Guarantee issued by the outstation bank shall be sent by the Issuing Bank to the Concerned Department of Head Quarters of Mahanadi Coalfields Limited at Sambalpur by Speed Post /Registered Post (AD).

### 3. Security Deposit

3.1 The successful tenderers will have to submit Security Deposit for the 10% value of the total landed value of the contract including all taxes, duties and other costs and charges, without considering Input Tax Credit in the form of e-PBG.

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

3.3 All Central/State Government organization/PSUs shall be exempted from submission of Security Deposit.

### 4. INSPECTION:

4.1 Pre-dispatch Inspection: Pre-dispatch inspection at any stage before dispatch of Equipment at your premises shall be carried out by Authorized representative of General Manager (Excv)/HOD, MCL. In case the materials are rejected on first inspection, all charges, boarding, lodging, TA, inspection fee etc. for subsequent inspection shall be borne by you.

4.2 Final Inspection: Final inspection of Equipment/Spares & Consumables shall be carried out at the consignee's end before acceptance of materials by SO (Excv) of the concerned area. MCL shall at its discretion have the right to test the supplied materials in any Government testing laboratory. The sample of materials used for testing shall be on your account. If the test shows that the materials are conforming to the specification, the supplied materials shall be accepted and the testing charges shall be borne by the department. However, if the test shows that the materials are not conforming to the specifications, the supplied materials shall not be accepted and the testing charges shall be borne by you and the materials shall be removed and replaced by you within a reasonable time.

5. AMRCD: In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contracts between Central Public Sector Enterprises (CPSEs) /Port Trusts inter se and also between CPSEs and Govt. Departments/ Organizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by

either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS- 1835 Dtd. 22.05.2018.

Pre-dispatch inspection will be carried out by the authorized representative of GM(ExcV/HOD), MCL before dispatch and final inspection will be carried out at the consignee end by the SO(ExcV) of the respective Areas.

6. **PRE-CONTRACT INTEGRITY PACT** (Not-Applicable as the tender value is less than Rs. 02 crore)

7. **PAYMENT TERM:**

7.1 Payment of Equipment in Indian Rupees:

- **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 submission of Performance Bank Guarantee valid till 3 months after the completion of warranty period from the date of commissioning of all the equipment covered in the contract.**
  
- **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 MCL HQ and confirmation of receipt of DRR by the paying authority.**

8. **DELIVERY:** For Equipment:

To supply machine within 90days from the date of receipt of Supply Order on FOR destination basis. However, early supply shall be appreciated.

9. **BID VALIDITY:** The validity period of the tenders shall be 120 (one hundred twenty) days from the date of opening of bid.

The bidder shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to take action as per Purchase Manual Provisions/GeM GTC.

10. **Shortfall Documents:** During evaluation, shortfall documents, if required, will be sought from the bidders. For this purpose, Only one chance of 7 days duration shall be given to the bidder to upload the Shortfall Documents. No shortfall documents will be sought from the Bidder if the bidder is technically rejected due to Basic Eligibility Criteria. No Shortfall documents will be sought from the bidders claiming EMD exemptions without any proper valid documentary evidence supporting their claim.

11. **Queries/clarifications:** The bidder may seek clarification online in the GeM Portal i.e., through the GeM representation window only. Bidders may also note that queries which are not received through GeM portal will not be entertained. Queries/clarifications submitted through offline mode/e-mail will not be entertained.

12. **EMD Exemption:** All Central/State Government organization/PSUs shall be exempted from submission of EMD. For detailed list of EMD exemptions please refer General Terms & Conditions of GeM.

13. **Compliance of Restrictions under Rule 144 (xi) of GFR 2017 as per DOE Order (Public Procurement No.4) dated 23.02.2023 (as amended from time to time) -** 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.

Annexure-A

**PROFORMA FOR EQUIPMENT AND QUALITY CONTROL**

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) **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 charts 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. Nos. 5 to 12 inclusive need be restricted to the extent they pertain to the items under reference.

ANNEXURE-B

### MANUFACTURER'S AUTHORIZATION FORM

M/s Mahanadi Coalfields Limited  
At/P.O. Jagruti Vihar, Burla,  
Dist. Sambalpur - 768020; Odisha. (India)

Dear Sir

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

WHEREAS we, [name of manufacturer] who are established and reputable manufacturers of [name and/or description of goods] having factories at [address(es) of factory(ies)] and as a matter of corporate policy do not quote directly to any organisation in India as a matter of our corporate policy (*except in situations like supplies to OEM /OES/ OPM, supplies of spares and consumables bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical/ logistics constraints*).

Do hereby authorize our [Name & Address of Indian Agent] to submit a bid and sign the Contract with you on our behalf against the above Tender.

We hereby accept to extend our full support and commitment for all the terms and conditions including guarantee and warranty, Special terms & Conditions of GeM Bid, Technical Specifications for the Goods and Services offered for supply by the above bidder on our behalf against this tender for the entire contract period as well as ensure supply of spares & consumables even beyond contract period as stipulated in the relevant clauses of the tender document.

In the event of failure on the part of Indian Agent/Dealer/Distributor/Indian office or Indian subsidiary (as applicable) in fulfillment of contractual obligations or change in Indian agency or closure of Indian agency for any unforeseen reason, we shall take the responsibility to make alternate arrangements to support MCL as well as execute the remaining period of the contract ourselves or through another competent Indian Agent/entity fulfilling the eligibility criteria stipulated in the tender document for Indian Agent.

It is also certified that no agent/ middleman/ liasoning agent or any entity in any name other than the above disclosed authorized Indian agent is involved in the process of procurement of goods and services. And if subsequently at any stage, it is found that we have given a false certificate, we shall be liable for penal action as per provisions of CIL Purchase Manual

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).

(Signature)

(Name)

(Designation)

(Seal)

Signed for and on behalf of [Name of manufacturers]

ANNEXURE-C

Undertaking by the Indian selling agents/dealers/distributors authorized by OEM/OPM

(On Letter Head of the Bidder)

GeM Bid No.:

We M/s. .... Undertake the following:

- i) That we will be responsible for all the contractual obligations including quality aspects, replacement of part/items and warranty/ guarantee obligations
- ii) That we will be responsible for providing the required after sale service
- iii) That our Business Entity is in existence for more than 3 years as on the date of this Tender opening

(Signature)

(Name)

(Designation)

(Seal)

Signed for and on behalf of [Name of Indian selling agents/dealers/distributors authorized by Indian manufacturer].

Annexure-D

Performance Bank Guarantee Format

..... (name & address of the Purchaser

..... Company)

Re: Bank Guarantee in respect of Agreement / contract / Purchase Order no. .... dated..... Day of ..... 20 ..... between M/s. Mahanadi Coalfields Limited (Name of Purchaser Company) and ..... (Name of Supplier Company)

Messrs ..... a Company / Firm having its office at No. .... (hereinafter called the Contractor) has entered into an agreement / contract / Purchase Order no.....dated ..... (hereinafter called 'the said agreement') with M/s. Mahanadi 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) having its Office at ..... has at the request of the Contractor agreed to give the guarantee as hereinafter contained.

We ..... (Name of the Bank) (Herein after called '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 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 ..... and unless the guarantee is renewed or a claim is preferred against the Bank within the validity period and for 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 ..... 2021.

Place .....

Signature of the authorized person  
For and on behalf of the Bank

**2.8 Buyer Added Bid Specific ATC:**

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

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

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