

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687744705501

अनुबंध तिथि | Generated Date : 28-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4147026](#)

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer 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	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	भुगतान प्राधिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval : DIRECTOR TECHNICAL OPERATIONS वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : Dy GM Finance	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 : 3021180000117799 कंपनी का नाम   Company Name : BEML LIMITED संपर्क नंबर   Contact No. : 09900046586 ईमेल आईडी   Email ID : mmd@beml.co.in पता   Address : 23/1,4TH MAIN ROAD,SAMPANGIRAM NAGAR, BANGALORE, Karnataka-560027, - एमआईआई स्थिति   MII Status : True एमएसएमई पंजीकरण संख्या   MSME Registration number : - जीएसटीआईएन   GSTIN : 29AAACB8433D1ZU

\*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 : Tyre Handler ब्रांड   Brand : BEML ब्रांड प्रकार   Brand Type : Registered Brand कैटलॉग की स्थिति   Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है   Selling As : OEM verified Reseller श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : Tyre Handler (Q3) मॉडल   Model: BL14TH एचएसएन कोड   HSN Code: 84291120	3	set	18,408,000	NA	55,224,000
कुल ऑर्डर मूल्य   Total Order Value (in INR)						55,224,000

परोक्षिती विवरण   Consignee Detail						
क्र.सं.   S.No	परोक्षिती   Consignee	वस्तु   Item	लॉट नंबर   Lot No.	मात्रा   Quantity	दिवस के बाद डिलीवरी शुरू करना है   Delivery Start After	वितरण पूरा कब तक करना है   Delivery To Be Completed By
	पद   Designation :- ईमेल आईडी   Email ID : depot-off-lina.mcl@coalindia.in संपर्क   Contact : 943-8494207-					

1	जीएसटीआईएन   GSTIN : 21AABCM5188P1Z3 पता   Address : LINGARAJ AREA, MAHANADI COALFIELDS LIMITED, AT/PO: Deulbera Colliery, ANGUL, ODISHA-759102, India	Tyre Handler	-	1	28-Mar-2024	26-Jul-2024
2	पद   Designation :- ईमेल आईडी   Email ID : depot-off-jaga.mcl@nic.in संपर्क   Contact : -943887734- जीएसटीआईएन   GSTIN : 21AABCM5188P1Z3 पता   Address : Office of the Depot Officer, Central/Regional Stores, Jagannath /Area, P.O. Balanda, ANGUL, ODISHA-759116, India	Tyre Handler	-	2	28-Mar-2024	26-Jul-2024

### Product Specification for Tyre Handler

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/04/27/257/CatalogAttrs/SpecificationDocument/2023/11/27/2023_11_27_14_04_31_bl14th_2023-11-27-14-04-34_0427cb3b0aa2460d18c716cdf4de0b65.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/2023/10/30/tps_and_st_c_of_tyre_handlers-merged_2023-10-30-12-25-10_c71dd9e8887b9f0b1c986a59bf77c44e.pdf
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### शुद्धिपत्र | Corrigendum

- तक बढ़ाया गया | Extended Upto : 2023-12-06 18:00:00

### 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-

- This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 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 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.](#)

#### 2.8 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

## Additional Terms and Conditions-

**Procurement of 03 Nos. Self Propelled, Diesel Powered Tyre Handler Capacity 3.5T, along with Consumables and Filters for 30 00Hrs operation, Including Design, Manufacture, Delivery, Erection, Commissioning and performance testing for Lingaraj OCP (01Nos), Ananta OCP (01Nos) and Jagannath OCP (01No) respectively.**

1. The Supplier is required to provide a complete package of equipment for the supply of 03 Nos. Tyre Handler Self Propelled, Diesel Powered Tyre Handler Capacity 3.5T, along with Consumables and Filters for 3000Hrs operation, Including Design, Manufacture, Delivery, Erection, Commissioning and performance testing at the coal-mining project.
2. Documents related to Eligibility Criteria should be submitted by the bidders, along with offer  
**Only the Local Suppliers i.e. Class - I Local supplier (a supplier or service provider, whose goods, services or works offered for procurement has local content equal to or more than 50%) and Class - II Local Supplier (a supplier or service provider, whose goods, services or works offered for procurement has local content more than 20% but less than 50%) are only eligible to Quote.**

The Local suppliers (Class I / Class II) shall have to submit the certificate regarding the quantum (Percentage) of the local content and shall also give details of the location(s) at which the local value addition is made as per the **Annexure-A**

**Non-Local Suppliers are not eligible to participate in this Domestic Tenders which meant only for Indigenous Manufacturers / Local Suppliers.**

**Local content means the amount of value added in India, which is the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.**

**For definitions of 'Local Supplier', 'Local Content and 'Margin of Purchase Preference' refer following clauses:**

The definitions of 'Local Supplier', 'Local Content and 'Margin of Purchase Preference' are as follows:

- (i) 'Class - I Local Supplier' means a supplier or service provider whose Goods, Services or Works offered for procurement, has Local content equal to or more than 50% as defined under this Order.
- (ii) 'Class - II Local Supplier' means a supplier or service provider whose Goods, Services or Works offered for procurement, has Local content more than 20% but less than 50%, as defined under this order.
- iii) Non - Local Supplier means a supplier or service provider whose Goods, Services or Works offered for procurement, has Local content less than or equal to 20%, as defined under this order.
- iv) "Local Content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- (v) "Margin of Purchase Preference" means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference is 20%.

#### **Verification of local content:**

(i) The 'Class - I Local Supplier' / 'Class - II Local Supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the minimum local content requirement for 'Class - I Local Supplier' / 'Class - II Local Supplier' as the case may be. They shall also give details of the location(s) at which the local value addition is made.

- (ii) In cases of procurement for a value in excess of Rs. 10 crores, the 'Class - I Local Supplier' / 'Class - II Local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. Local content certificate must bear UDIN registration number without which offer is liable for rejection.
- (iii) CIL/ Subsidiary Companies may constitute committees with internal and external experts for independent verification of auditor's/ complaints.
- (iv) False declarations will attract banning of business of the bidder or its successor(s) as per provisions of CIL Purchase Manual 2020 along with such other actions as may be permissible under law.
- (v) A local supplier who has been debarred by any procuring entity for violation of above order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

**Note:** Indigenous / Indian Manufacturer, if referred anywhere in the NIT, means a local supplier

b) Indian Agent of Local Supplier: (Broadly includes Distributor, Dealer, Channel Partner etc.) Procurement should generally be made from manufacturers only.

However, if the manufacturer does not quote directly to any organisation in India as a matter of its 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), the procurement shall be made from its authorised Indian Agent based on the tender specific authorisation issued by the manufacturer mentioning tender reference number and date and validity of such authorisation.

The list of documents to be submitted by the bidder:

i) Local Suppliers (Class-I Local Supplier and Class - II Local Supplier): In case the bidder is a Local supplier (Class-I Local Supplier and Class - II Local Supplier) , they have to submit scanned self attested copy of the valid registration with NSIC / SSI/ DIC / UDYAM / Registrar of Companies / any other document issued by statutory bodies etc, to establish themselves that they are the manufacturer of the offered items along with certificate regarding the quantum (Percentage) of the local content and details of the location(s) at which the local value addition is made as per the **Annexure-A**

ii) In case of Indian Agent of Local Supplier (Class-I Local Supplier and Class - II Local Supplier):

1. Self attested copies of the Manufacturing credentials of the Local Supplier viz valid registration with NSIC / SSI/ DIC / UDYAM / Registrar of Companies / any other document issued by statutory bodies etc to establish that their Principal is the manufacturer of the offered items along with certificate (to be issued by Local supplier) regarding the quantum (Percentage) of the local content and details of the location(s) at which the local value addition is made as per the **Annexure-A** .

2. A tender specific authorization issued by the manufacturer mentioning tender reference number and date and validity of such authorization (Format as per **Annexure -B & C**). Authorization should be pre-dated (from the tender opening) and should be properly signed and its validity should correspond to the delivery period stipulated in the Tender Enquiry.

3. Undertaking from the manufacturer that, as a matter of its corporate policy, it does not quote directly to any organization in India ( except in situations like supplies to OEM / OES/OPM, supplies of spares and consumables bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical / logistics constraints). If, subsequently, at any stage, it is found that it has quoted directly to any organization in India excepting the situations mentioned above, it shall be liable for penal action as per provisions of the NIT and the CIL Purchase Manual 2020, if the justification provided by the bidder has not been considered adequate and satisfactory by the procuring entity. Further, if at any stage, it is found that agency commission has been paid by the manufacturer/ principal without declaring the agent, the commission will be recovered with interest.

4. Undertaking from the manufacturer that it will accept the responsibility for the satisfactory execution of orders placed on the authorized agents including warranty/ guarantee obligations.

5. Undertaking from the manufacturer that, wherever necessary, it will provide requisite inspection and testing facilities at its works in respect of orders placed on authorized agent.

6. Undertaking from the manufacturer that the authorized agent's price will not exceed that which the manufacturer would have quoted.

7. Undertaking from the manufacturer that in the event of placement of order on their authorized dealer, the goods supplied / goods offered for inspection would be accompanied by a certificate stating that the goods have been manufactured by them.

8. Undertaking from the manufacturer that No agent / Middle man / Liaisoning agent or any entity in any name other than the disclosed authorized Indian Agent is involved in the process of procurement of goods and services.

(if subsequently at any stage, it is found that it has given a false certificate, it shall be liable for penal action as per the provisions of CIL Purchase Manual 2020).

9. Undertaking from the bidder ( authorized dealer ) that he will be responsible for all the contractual obligations including quality aspects, replacement of part/items and warranty/ guarantee obligations, and also will be responsible for providing the required after sale service.

10. The business entity of the Indian Agent should be in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent. The relevant self attested document in this regard is to be submitted along with the offer.

Note:

1. If both the Local Supplier (Class - I Local Supplier and Class - II Local Supplier) and the Indian Agent participates in this tender, then the offer of the Indian Agent will be rejected.

2. One manufacturer can authorize only one Indian agent.

3. If Indian Agents submits bid on behalf of a manufacturer, the same agent shall not submit a bid on behalf of another manufacturer in the same tender for the same item / product.

In case of procurement of commercially off-the-shelf available products (if specifically declared in the NIT), general authorization / dealership / distributorship certificate shall be considered in place of tender specific authorization.

**3. RELAXATION OF NORMS FOR STARTUPS & MSEs in Public procurement regarding prior experience –Prior turnover criteria.–**

~~As per Department of Expenditure, Ministry of Finance OM No. F-20/2/2014/PPD-(Pt) dated 25.07.2016 circulated vide note F. No. 24/2/2013/Fin-I dated 02.08.2016, relaxation of the condition of prior turnover and prior experience in public procurement has been extended to all Micro and Small Enterprises and Startups (whether MSE or not) subject to meeting of quality and technical specifications, i.e. must have the technical capability to deliver the goods and services as per prescribed technical and quality specifications.~~

Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro Small and Medium Enterprises (MoMSME) and MSEs registered under the UDYAM are eligible for claiming relaxation, on submission of self attested copy of valid document in support of their MSE status.

Startups means an entity, incorporated or registered in India not prior to ten years, with annual turnover not exceeding Rs. 100 crores in any preceding financial year, working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation. Provided that such entity is not formed by splitting up, or reconstruction of a business already in existence. Provided also that an entity shall cease to be a startup if its turnover for the previous financial years has exceeded Rs. 100 crores or it has completed 10 years from the date of incorporation/ registration. In order to avail benefits provided to Startups, the entity is to be recognized by DPHT [GSR No. 127(E) dated 19.02.2019 of Gazette of India]. Self attested copy of the valid Registration with DPHT shall be submitted along with the offer.

Accordingly the Prior experience and turn over criteria is not applicable for startups & MSEs in this tender in respect of either of the following situations and no further documents regarding provenness will be required to be submitted by these bidders.

a) If bidders have submitted documents to prove the Startup / MSE status for the tendered item and submitted the attested copy of the certificate towards quality assurance and capability from some authority like MSME, NSIC etc.

b) However, If bidders have submitted documents to prove their Startup / MSE status for the tendered item but without certificate towards quality assurance and capability from some authority like MSME, NSIC etc., the tender inviting authority, if needed, may assess the techno commercial capability of these vendors to manufacture and deliver goods as per the prescribed quality and technical specification before awarding contract to them. For this purpose, a 'Proforma for Equipment and Quality Control' (as per Annexure - D has been enclosed in the tender documents and such MSEs/ Startups should submit the details of plant & machinery, quality control arrangements, etc., in the above proforma along with their bids for verification of their technical capability. After opening of bids, the verification of technical capability may be done by the concerned Technical Department.

If required, a techno-commercial team of the organization may visit the manufacturing unit of the vendor for quick finalization of tenders.

In case there is deficiency in technical capability of the firm, the same shall be communicated to them by TIA for improvement in the quality of their product for future tenders and clearly indicate that their offer cannot be considered for relaxation against the tender in question in order to avoid any future complications. The issues relating to Technical capability shall be decided by the Head of the Technical Department.

c) If favourable technical capability reports obtained earlier on such firms for supply of the item in question as per the required specification is available, these may be considered for granting relaxation to the criteria of prior experience and prior turnover provided date of such reports are not more than one year from the date of opening of bids.

d) 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, self certified, 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 the Subsidiary Companies for the quoted items.

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, duly notarized, must accompany their bill(s).

#### 4. BANNED OR DELISTED OR DEBARRED OR PUT ON HOLIDAY SUPPLIERS

The manufacturer as well as the bidder (if bidder is not the manufacturer) will give a declaration that they have not been banned or de-listed or debarred or 'Put on Holiday' by any Government or quasi-Government agencies or PSUs. If a bidder and/or manufacturer has been banned or delisted or debarred or 'Put on Holiday' by any Government or quasi Government agencies or PSU, this fact must be clearly stated and it may not necessarily be a cause for disqualifying them.

However, If the manufacturer/bidder is banned or delisted or debarred or 'Put on Holiday' by DoE/MoC/MCL / CIL, the offer shall be not be considered for further evaluation.

In case of Indian Agents of the Local Suppliers quoting against the Tender, both the Indian Agent and their Principals should submit the above declaration as per format given at Annexure -G.

#### 5. 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 01 chance of 07 days duration shall be given to the bidder to upload the Shortfall Documents. The time period for the clarification will be 7x24 hrs 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 01 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 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.

The shortfall information/documents shall be sought only in case of historical documents as per GeM provision/rules.

6. Quoting of Prices in this GeM Bid:(Landed price of the Equipment along with Consumables and filters for 3000Hrs of operations including GST).

7. Performance Bank Guarantee for Equipment Along with Consumables and filters for 3000Hrs of operations:

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 12 months (01Year) of Warranty period from the accepted date of Commissioning.

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 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**

1.	Name and details of the Beneficiary	i.	Name	Mahanadi Coalfields Limited
		ii.	Area	MCL HQ Sambalpur
		iii.	Name of Bank	ICICI Bank

	ry	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, In front of Jagannath Temple, Budharaja, Sambalpur -768004								
<p>The applicant's bank transmitting the Bank Guarantee through SFMS needs to mention the following details for Beneficiary Bank.</p> <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> <p>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.</p>					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
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7037	MCL224951											

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).

**8. Security Deposit for Equipment along with Consumables and filters for 3000Hrs of operations :**

a. The successful bidder will have to submit Security Deposit for the 10% value of the total landed value of the contract for Equipment along with Consumables and filters for 3000Hrs of operations including all taxes, duties and other costs and charges, without considering Input Tax Credit in the form of e-PBG.

b. 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.

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

9. L-1 Decision: The L-1 will be decided after consideration of Landed Price in the following manner= Landed price of the Equipment along with Consumables and filters for 3000Hrs of operations including GST. The discounting factor is not considered.

10. Price Breakup after RAP: A detailed Price Break up of Equipment along with Consumables and filters for 3000Hrs of operations

**11. INSPECTION:**

- 11.1 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.
- 11.2 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.

12. **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.

13. **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/ Provenness Criteria. No Shortfall documents will be sought from the bidders claiming EMD exemptions without any proper valid documentary evidence supporting their claim. As per para 7.3.5 on (Clarification of Bids/Shortfall Documents) of the Manual for Procurement of Goods 2017, issued by Ministry of Finance, Department of Expenditure, During evaluation and comparison of bids, the purchaser may, at his discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given asking the tenderer to respond by a specified date. If the tenderer does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained. The shortfall information / documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a supply order without its completion / performance certificate, the certificate can be asked for and considered. However, no new supply order should be asked for so as to qualify the bidder.

**14. PRE-CONTRACT INTEGRITY PACT: (Applicable for tender value of Rs. 02 crore and above- Two IEMs).**

The bidders will have to upload along with their offer, duly filled-in, signed and stamped (on each page) Pre-Contract Integrity Pact on the plain paper as per Integrity Pact Format attached along with this GeM Bid, failing which their offer may not be considered. The bidder must sign and stamp all pages of Integrity Pact and put name and designation of the signatory and witnesses at the last page of Integrity Pact.

This integrity pact as uploaded with the tender with the digital signatures of Tender Inviting Authority is deemed to have been accepted by MCL.

In case of any grievance, bidders may approach Independent External Monitor(s) (IEMs). In terms of the Integrity Pact, the contact details of Independent External Monitor(s) (IEMs) are mentioned below:-

Name	Address	Contact Number	Email ID
Sri. Dr K L Dhingra Ex- CMD HUDCO	House No.324, Sector-4 , Panchkula-134112 (Haryana)	-	Dhingra.kld@gmail.com
Shri. Ashish Bahuguna (IAS Retd)	E-12/7, Vasant Vihar, New Delhi-110057	-	a.bahuguna55@gmail.com

**15. 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 submission of Performance Bank Guarantee valid till 3 months after the completion of (1year warranty and 03years Guaranteed) contract 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 MCL HQ and confirmation of receipt of DRR by the paying authority.
- iii. Payment of Spares & Consumables for Warranty/Guarantee periods if supplied partially "in case" the payment will be processed through SAP instead of GeM Portal respectively. However,

r if there is any discrepancies faced in processing the bills through GeM portal the same will be regularized through SAP accordingly.

16. AMRCD: In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) 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.

17. Delivery Schedule For Equipment along with Consumables and filters for 3000Hrs of operations : For item sl no 01 Equipment along with Consumables and filters for 3000Hrs of operations : To supply 03 Nos of Equipment along with Consumables and filters for 3000Hrs of operations within 04(Four) months from the date of receipt of Supply Order on FOR destination basis. However, early supply shall be appreciated.

~~17.1 For Spares & Consumables for Guarantee Period of 03 years (starting after warranty period of Equipment) Supply of these spare parts and consumables shall start before 30 days prior to commencement of respective guaranteed operational year and should be completed before beginning of respective guaranteed operational year for smooth maintenance & operation of the equipment.~~

~~17.2 If Guaranteed Spares & Consumables Supplied in Lots: Delivery of 1st lot of spares & consumables shall start before 30 days prior to commencement of respective guaranteed operational year and should be completed before beginning of commencement of respective guaranteed operational year to ensure smooth operation of the equipment. Further supply of 2nd lot shall be planned in such way that the same shall be made available before stock out of 1st lot quantity. Further supply of 3rd lot shall be planned in such way that the same shall be made available before stock out of 2nd lot quantity. The supply of Guaranteed Spares & Consumables should be completed before the commencement of next operational year.~~

Note: Materials should not be supplied after expiry of scheduled Delivery Period. However, after expiry of delivery period you may request the order placing authority for extension of delivery period and materials to be supplied only after getting extension of delivery period.

In order to enable the purchaser to avail Input Tax Credit as per applicable Indian laws, the supplier shall furnish all the necessary documents to the consignee / paying authority as required, failing which the equivalent deduction will be made from the supplier's bills. If at the time of supply, it is found that Input Tax Credit as per Invoice (Credit available to MCL) is less than the "Input Tax Credit Amount" declared in the Price Bid, the differential amount between the two shall be deducted from the Supplier's bills while making payment to them.

18. 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.

19. A detailed Final price breakup of Equipment Cost along with cost of Consumables and filters for 3000Hrs of operations will be enclosed along with the contract.

20. 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.

21. Bidder to submit the following documents along with their offer / bid documents

- a. Local content certificate (as per Annexure-A)
- b. (In case of Indian Agents of the Local Suppliers quoting against the Tender, their Principals should submit the certificate).
- c. Documents in support of Eligibility (documents as applicable for Manufacturer / Indian Agent including Annexure-B and Annexure-C, as the case may be).
- ~~d. Proforma For Equipment And Quality Control (As per Annexure-D)~~
- e. Lowest Price Certificate- Annexure-E
- f. Price Fall Clause-Annexure-F
- g. Banned or Delisted or Debarred or Put On holiday suppliers declaration -Annexure-G (In case of Indian Agents of the Local Suppliers quoting against the Tender, **both** the Indian Agent and their Principals should submit the certificate.)
- h. Pre Contract Integrity Pact. (format given in bid document)

Annexure -A

SELF CERTIFICATE TOWARDS LOCAL CONTENT

(to be submitted by the Local supplier choose any one below condition)

(1) This is to certify that we fall in the category of Class I Local Supplier and the Goods offered by us against this tender has the local content \_\_\_\_\_%. The details of Location(s) at which the Local value addition is made are as under:

**OR**

(2) This is to certify that we fall in the category of Class II Local Supplier and the Goods offered by us against this tender, has the local content of more than 20% but less than 50%. The details of Location(s) at which the Local value addition is made are as under:

Value addition is done at the following location:

Address of Location / Factory \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Authorized Signatory of Local Supplier

Date:

Seal of the firm

(Note: 1. To choose any one above condition, as applicable)

1. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class - I Local Supplier' / 'Class - II Local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content and place of value addition. The certificate must bear UDIN number without which offer shall liable to be rejected.
2. In case of Indian Agents of the Local Suppliers quoting against the Tender, their Principals should submit the above mentioned certificates. Otherwise offer shall be rejected.

## ANNEXURE - B

### FORMAT FOR AUTHORIZATION TO BE SUBMITTED BY THE INDIAN AGENTS

**(To be typed on the Principal's letter head and should be pre dated( prior to tender opening date and properly signed )**

To

General Manager (MM)

Mahanadi Coalfields Ltd

Dear Sir,

Sub : GeM BID No: \_\_\_\_\_

We, M/s. (..... name of the Principal firm.....) represented by the undersigned, Mr/Ms..... Director/ Partner /Legal Attorney / Proprietor /Employee / Accredited Representative hereby authorize M/s. \_\_\_\_\_ ( Name of the Bidder firm) to participate in the tender and submit the offer and enter into contract / Supply order, on our behalf against this tender. This authorization is valid till the successful execution and completion of contract period against this tender. We further confirm that:

1. As a matter of our corporate policy, we do not quote directly to any organization in India (except in situations like supplies to OEM / OES / OPM, supplies of spares and consumables bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical/ logistics constraints). If, subsequently, at any stage, it is found that we have quoted directly to any organization in India (except in situations like supplies to OEM / OES / OPM, supplies of spares and consumables bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical/ logistics constraints), we shall be liable for penal action as per provisions of the NIT and the CIL Purchase Manual 2020. Further, if at any stage, it is found that agency commission has been paid by us without declaring the agent, the commission may be recovered with interest.

2. We will accept the responsibility for the satisfactory execution of orders placed on the authorized agent including warranty/ guarantee obligations.

3. Wherever necessary, we will provide requisite inspection and testing facilities at our works in respect of orders placed on authorized agent.

4. The price quoted by our authorized agent will not exceed the price which we would have quoted.

a) In the event of placement of order on our authorized dealer, the goods supplied / goods offered for inspection would be accompanied by a certificate stating that the goods have been manufactured by us.

b) We further confirm that No agent / Middle man / Liasoning agent or any entity in any name other than our authorized Indian Agent is involved in the process of procurement of goods and services against this tender. If subsequently at any stage, it is found that false certificate is given, we shall be liable for penal action.

c) We have never been banned or de-listed or debarred or 'Put on Holiday' by any Government or quasi-Government agencies or PSUs.

OR

d) We were banned/de-listed/debarred/'Put on Holiday' by the organization named "-----" for a period of ----- year/s, effective from ----- to -----for ----- (the reasons to be mentioned).

Signature of Authorized signatory of Principal

Date & Seal of the firm

## ANNEXURE - C

### UNDERTAKING TO BE SUBMITTED BY THE INDIAN AGENTS

**(to be typed on the Indian agent letter head )**

To

**General Manager (MM)**  
**Mahanadi Coalfields Ltd**

Dear Sir.

Against the Tender no: \_\_\_\_\_, we have quoted as the authorized dealer / indian agent of M/s. \_\_\_\_\_ who is the manufacturer of the offered products. We confirm that we will be responsible for all the contractual obligations including the quality aspects, replacement of parts / items , warranty / guarantee obligations and also provide the after sales and services.

We have submitted the following documents.

1.Tender specific authorization from the Principal including the specific confirmations as required as per the terms of the NIT.

2.Self attested copies of the Manufacturing credentials of the Principal to establish the principal is the manufacturer of the offered items alongwith the certificate for Local content issued by the Local Supplier

3.The self attested copy of the documents to prove that our business entity is existence for 3y ears on the date of tender opening.

Signature of Authorized Dealer / Indian Agent

Date

Seal of the firm

**ANNEXURE-D**

**PROFORMA FOR EQUIPMENT AND QUALITY CONTROL**

~~(To be submitted by the Start-ups / MSE firms who claim the relaxation of the prior turnover and prior experience criteria)~~

~~Reference : Mahanadi Coalfields Ltd, Hqrs~~

~~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 si nos. 5 to 12 inclusive need be restricted to the extent they pertain to the items under reference.~~

**Annexure- E**

**LOWEST PRICE CERTIFICATE**

**Format for Lowest Price certificate-to be submitted along with offer & supply.**

**This is to certify that the prices quoted by us for the offered items are the lowest prices as applicable to any other Organization / Ministry / Department of the Govt, of India or Coal India Lt d. and /or its Subsidiaries or other PSU or any other private organization.**

Signature of Bidder

Date:

Seal of the firm

ANNEXURE - F

**PRICE FALL CERTIFICATE (to be submitted by the supplier along with offer and supply)**

The Bidder undertakes along with offer as under:

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

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

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

Note:

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

**ANNEXURE - G**

**BANNED OR DELISTED OR DEBARRED OR PUT ON HOLIDAY SUPPLIERS DECLARATION**

**This is to certify that we have not been banned or de-listed or debarred or 'Put on Holiday' by any Government or quasi-Government agencies or PSUs.**

**Signature of Bidder**

**Date:**

**Seal of the firm**

OR

If bidder has been banned / Delisted/Debarred/ Put on Holiday, by any Government or quasi- Government agencies or PSU, then bidder has to indicate the details below:

- (1) Name of the Organisation which has banned the bidder:
- (2) Ban Period :
- (3) Reasons for BANNING OR DELISTING OR DEBARRING OR PUT ON HOLIDAY:

**Signature of Bidder**

**Date**

**Seal of the firm**

Note: In case the bidder is an authorized dealer/distributor, BOTH manufacturer as well as authorized dealer/distributor has to submit the "Banned or Delisted or Debarred or Put on Holiday" declaration as per format above.

**Signature of Bidder**

**Date:**

**Seal of the firm**

**ANNEXURE-H**

**Performance Bank Guarantee Format**

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

Messrs ..... a Company / Firm having its office at No. .... (hereinafter called 'the Contractor') has entered into the Agreement / Contract / Purchase Order vide no ..... dated ..... (hereinafter called 'the said agreement') with Coal India Limited, Kolkata on behalf of Western Coalfields Limited (Name of the 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) (hereinafter called 'the bank') having its Office at ..... has at the request of the Contractor agreed to give the guarantee as hereinafter contained.

We ..... (name of the bank) do hereby unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and 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 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.....and interest are fully satisfied and the company certifies that the agreement regarding re-payment of the said sum of Rs..... 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 affect in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forbear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the contractor or through any forbearance, act or omission on the part of the Company or any indulgence by the Company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of relieving or discharging the Guarantor.

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

Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs.....only. The guarantee shall remain in force till the .....day of..... 20.. and unless the guarantee is renewed or a claim is preferred against the Bank within the validity period and / of 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

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

For Consumables and filters for 3000Hrs of operations along with Equipment quoted in INR				
Sl.	Item Description with part no. (if any)	Unit of Measurement (UOM)	HSN Code	Qty
1	2	3	3.1	4
	Spares & Consumables			
	Description Part No.			
1				
2				
3				
4				
5				
<b>TOTAL ITEMS</b>				

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

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.