

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687736967857

अनुबंध तिथि | Generated Date : 30-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4680999](#)

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्ररूप   Type : Central PSU मंत्रालय   Ministry : Ministry of Coal विभाग   Department : COAL INDIA LIMITED संगठन का नाम   Organisation Name : Central Coalfields Limited कार्यालय क्षेत्र   Office Zone: Central Coalfields Limited Ranchi Jharkhand	पद   Designation : MANAGEMENT TRAINEE MANETIAL MANAGEMENT संपर्क नंबर   Contact No. : - ईमेल आईडी   Email ID : akshay.krjaiswal@nic.in जीएसटीआईएन   GSTIN : - पता   Address : Regional Store NK Area Dakra CCL, RANCHI, JHARKHAND-829210, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail	भुगतान प्राधिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: GM NK Area वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval: AFM NK Area	Role: PAO भुगतान का तरीका   Payment Mode: Offline पद   Designation : Area Finance Manager NK Area CCL ईमेल आईडी   Email ID : m.kumar6507@nic.in जीएसटीआईएन   GSTIN : 20AAACC7476RHZT पता   Address: Office of Area Finance Manager GM Office NK Area CCL, Hazaribag, JHARKHAND-829210, India भुगतान समयसीमा   Payment Timelines: Payments shall be made to the seller within 21 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10-days time as provided in clause 12 of GeM GTC)

विक्रेता विवरण   Seller Details
जेम विक्रेता आईडी   GeM Seller ID : 76E9200001353062 कंपनी का नाम   Company Name : INTERNATIONAL CONVEYORS LIMITED संपर्क नंबर   Contact No. : 09831461111 ईमेल आईडी   Email ID : pinakisen@icbelting.com पता   Address : Falta SEZ, Sector II, Near Pump House No. 3, Falta SEZ, Sector II, Near Pump House No. 3 Village & Mouza Akalmegh, Dist. South 24 Parganas, West Bengal - 743504, Village & Mouza Akalmegh, Falta SEZ, Sector II, Near Pump House No. 3 Village & Mouza Akalmegh,, South 24 Parganas, West Bengal-743504, - एमएसएमई सत्यापित   MSME verified : No एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-MH-04-0031943 एमएसएमई सामाजिक श्रेणी   MSE Social Category : General एमएसएमई लिंग श्रेणी   MSE Gender : Male जीएसटीआईएन   GSTIN: 27AAACI6161K1ZF (B) , (R) , (M)

\*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

#	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 : E35 Belt Fastener ब्रांड   Brand : MATO ब्रांड प्रकार   Brand Type : Unbranded 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 : E35 Belt Fastener (Q3) मॉडल   Model: E 35 एचएसएन कोड   HSN Code: 73269020	130	packet	8,653	NA	1,124,890
कुल ऑर्डर मूल्य   Total Order Value (in INR)						1,124,890

क्र.सं.   S.No	परेषिती   Consignee	वस्तु   Item	लॉट नंबर   Lot No.	मात्रा   Quantity	दिनांक के बाद डिलीवरी शुरू करना है	वितरण पूरा कब तक करना है   Delivery To Be
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					Delivery Start After	Completed By
1	पद   Designation : - ईमेल आईडी   Email ID : akshay.krjaiswal@nic.in संपर्क   Contact : - जीएसटीआईएन   GSTIN : - पता   Address : Regional Store NK Area Dakra CCL, RANCHI, JHARKHAND-829210, India	E35 Belt Fastener	-	130	30-Apr-2024	14-Jun-2024

### Product Specification for E35 Belt Fastener

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/73/42/103/CatalogAttrs/SpecificationDocument/2024/3/21/2024_03_21_14_27_40_mato_catalogue_2024-03-21-14-27-45_3f55ed8c9515d350698414c4bab9f6f1.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/10861023/54/78/703/CatalogAttrs/SpecificationDocument/2024/2/23/n_21515_1706163303365_-2_2024-02-23-11-54-18_11ab4c4e7e85a57ca32e18d989a8504d.pdf
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### शुद्धिपत्र | Corrigendum

1. तक बढ़ाया गया | Extended Upto : 2024-03-26 11:00:00

### ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	NA
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%) :	NA

### 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 Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

##### 2.2 Generic

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 %.

##### 2.3 Generic

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

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

##### 2.4 Generic

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation 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

##### 2.5 Generic

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

##### 2.6 Generic

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

##### 2.7 Scope of Supply:

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

#### 2.8 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.

#### 2.9 Warranty:

Warranty period of the supplied products shall be as given in specifications from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

#### 2.10 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

### **A. PROVENNESS CRITERIA: The Tenderer should be-**

- a. **Proven Source: Manufacturers whose products are already in use successfully at CIL or CIL Subsidiaries / PSUs / Government Departments/Private Organizations, or**
- b. **Authorized Agent/ Dealer/ Distributor dealer of Proven Source if the manufacturer (Proven Source) do es not quote directly as a matter of policy. Or**
- c. **STARTUP/ MSEs:**
  - **Definition and Eligibility of Startup shall be in line with OM vide letter no. F-20/2/2014 PPD (pt.) dt.2 5.07.2016 of under Secretary, GOI, with subsequent amendment of Government of India if any.**
  - **Definition of MSEs shall be as per Public Procurement 2012 with subsequent amendments, if any.**

The tenderer should be a proven source. The criteria for provenness will be as follows:Tenderers shall have to furnish relevant documentary proof as mentioned below as per their Eligibility status under which they fall:

(I) Proven source: Manufacturers whose products are already in use successfully in CIL /CIL subsidiaries / Other PSUs/ Government Departments/Private Organizations shall have to furnish:

- i) **Self-certificate or any document in support of being manufacturer of the tendered item(s),**  
**AND**
- ii) **Copy(s) of Rate Contract or Firm order for the tendered / similar\* item(s) of same/ similar\* / higher specifications/ ratings/ versions, etc placed by CIL or CIL Subsidiaries / PSUs / Govt / Private Organizations (No Trial Order will be accepted ).**  
**(The order copies shall not be more than Five (05) years old as on the date of opening of tender),**  
**AND**

- iii) **Self-certified copy of performance certificate from the end user to assess the provenness credibility of the Bidder on the following criteria:**  
***"Items offered by the manufacturer must have been supplied in the past to CIL/Subsidiary Companies or other PSUs/Government Departments/ Private Organizations and these should have performed satisfactorily for a period of not less than one year from the date of fitment / commissioning".***

**OR**

**Self-Certificate in the following format along with Proof of payment against the Purchase order(s) / Rate Contracts: *"The items covered in the Purchase Order(s)/Rate Contract(s) copies enclosed with the offer have been fully executed and have performed satisfactorily as per the provisions of respective Purchase Order(s)/ Rate contract(s) and all the complaint(s) / claim(s) lodged by the purchaser, if any, have been attended to and no complaints/ claim(s) are pending".***

**\*"Similar" shall be such which fulfils the following -**

- a) **Performs almost identical operations as the tendered item.**
- b) **Should be of equal or higher specification than the tendered item.**

(II) Authorized Agent / Dealer / Distributor of Proven Source (if the manufacturer does not supply directly as a matter of corporate policy): shall have to furnish Tender specific authorization from Principal for CIL in Original clearly specifying the nature and period of authorization /agreement and documents as required against (I) above to establish the bidder's principal as Proven Source.

#### (III) For Startup/MSEs-

Relaxation of Norms for Startup and Micro & Small Enterprises (MSEs) in Public Procurement regarding Prior Experience- Prior Turnover criteria:

Vide Policy Circular No. 1(2)(1)/2016-MA dated 10.03.2016 of MoMSME, the condition of prior turnover and prior experience with respect to Micro and Small Enterprises is relaxed in the tender subject to meeting of quality and technical specifications, i.e. the MSEs must have the technical capability to deliver the goods and services as per prescribed technical and quality specifications. Further, as per Department of Expenditure, Ministry of Finance OM No. F.20/2/2014/PD-(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 Startups (whether MSE or not) subject to meeting of quality and technical specifications in accordance with the relevant provisions [Rule 173(i)(b) of GFR, 2017]. It has subsequently been clarified by the Department of Expenditure, MoF vide OM No. F.20/2/2014/PPD- (Pt) dated 20.09.2016 that there may be circumstances (like procurement of items related to public safety, health, critical security operations and equipment, etc.) where procuring entities may prefer the vendors to have prior Experience rather than giving orders to new entities. For such procurements, wherever adequate justification exists, the procuring entities may not relax the criteria of prior experience/ turnover for Startups/ MSEs. In view of the above instructions, wherever, it is decided not to relax prior experience/ turnover criteria, adequate justification has to be given and approval of CMD of the subsidiary company

/ Chairman, CIL, as the case may be, obtained. Further, the list of such items shall be sent to Technical Department of CIL for circulation to all the subsidiary for ensuring uniformity across CIL.

Except for those procurement cases where no relaxation for prior experience/ turnover criteria is to be given, Tender Inviting Authority (TIA) in CIL and its Subsidiaries shall make a provision in the tender documents that prior experience and prior turnover criteria are not applicable for Startups and MSEs in the tender.

Against the tender, if Bidders in their offer 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 Tender Inviting Authority, if required, may assess the techno-commercial capability of the 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-II) 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.

It should be ensured that the designated technical authority from whom the technical capability report is being called, is furnished with copy of enquiry, the details of equipment, quality control, man-power availability, compliance/ deviation statements and any other relevant particulars related to manufacturing/ supply of the item as furnished by the firm(s) along with their tender.

If required, a techno-commercial team of the organization may visit the manufacturing unit of the vendor without any undue delay for quick finalization of the tenders.

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

If favorable 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 is not more than one year from the date of opening of bids.

If Bidders have submitted documents to prove the startup / MSE status for the tendered item and whose 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 Company for the quoted items.
- OR
- A valid DGMS Approval certificate for the quoted items.
- OR
- Proven Ancillary certificate issued by Subsidiary Companies for the quoted items.

The Document (s) / Certificate (s), by the Bidders for ISI marking and DGMS approval for any relaxation should be valid as on date of tender opening and a self-certified copy of such document / certificate valid as on date of supply must accompany their bill(s).

If the documents are related to the OEM or Principal, the self-certification of OEM or principal shall also be required.

Status of Provenness would be evaluated and decided by HODs of technical department  
FAILURE TO SUBMIT THE ABOVE DOCUMENTS MAY RENDER A TENDER UNACCEPTABLE

## **B. Instruction for EXTENSION OF DUE DATE OF BID SUBMISSION:**

Bids must be uploaded by the bidders on GeM portal by the last date and time as specified in the bid document. The Purchaser may, at its discretion, extend the deadline for the submission of bids in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended. One extension of bid submission date by 04 (Four) days in case of bids received is less than 03 (Three), will be done. In case no offer is received, tender will be cancelled.

## **C. EARNEST MONEY DEPOSIT(EMD):**

The value of Earnest Money to be deposited by the tenderer is specified in the Bid document. Specified amount of EMD shall be submitted through any of the following mode. The scanned copy of the same shall be uploaded by Seller in the online bid and hard copy of the same will have to be submitted directly to the Buyer within 5 days of bid opening, failing which the bid may be treated as incomplete & may lead to rejection of the bid by buyer without making any reference to the seller as per 4 (xiii) (m) of GeM General Terms and Conditions.

Bank Draft drawn in favour of Central Coalfield Ltd., NK Area payable at Dakra at any scheduled bank

(or)

Bank Guarantee of any Scheduled Bank/Nationalized Bank (SFMS mode mandatory)

Note:

Bank Guarantee shall be irrevocable and it shall be issued by any Indian Nationalized Bank/Scheduled Bank on Structured Financial Messaging System (SFMS) platform which is payable / enforceable at Ranchi.

The BG would be operative only on receipt of a separate advice through SFMS and confirmed by the Advising Bank (i.e., Beneficiary Bank). The confirmation of issuance of BG through SFMS from Advising Bank shall be obtained through electronically or through print out of the said message from Advising Bank with seal and signature.

The details of Beneficiary for issue of BG under SFMS platform is furnished below:

Name of Beneficiary & other details	Name	Central Coalfields Limited
	Area	Head Quarter
	Bank Account No.	10106155123
	Customer-ID of Beneficiary	80288731402
	Department	MM Dept.
Beneficiary Bank Branch Address	State Bank of India	
	SME Branch	
	Doranda, Ranchi - 834002	
IFSC Code	SBIN0009620	

The above particulars are to be incorporated by the Issuing Bank properly while issuing BG under SFMS mode to avoid any problem in future.

In case of exemption of EMD, the scanned copy of documents in support of exemption will have to be uploaded by the bidder during bid submission.

#### D. PERFORMANCE BANK GUARANTEE:

The successful tenderer shall be required to furnish a Performance Bank Guarantee equivalent to 5% value of the contract on Landed basis inclusive of all taxes and duties on FOR destination basis which should be valid for 48 months from the date of receipt & acceptance of the materials at consignee store.

To arrive at the value of the PBG, the order value should be calculated as per the following guidelines:-

**a) FOR Indigenous Order:**

For arriving at the value of PBG to be submitted for Indigenous Orders, the order value will be arrived at by adding all the Taxes & Duties such as Excise Duty, Sales Tax/VAT, or GST, as applicable to the FOR Destination Price of the materials on order as applicable on the date of opening of price bid.

**b) For Import Order:**

For arriving at the value of PBG to be submitted for Import Orders, the order value will be arrived at by adding estimated amount of Ocean Freight, Marine Insurance, Port Handling & Clearance Charges etc., Total Customs Duty and Inland Freight & Insurance including GST as applicable on the date of opening of price bid, to the FOB Price of the materials on order.

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, worked out as per above provisions, by the number of equipment ordered.

The Performance Bank Guarantee shall be issued by an RBI scheduled bank in India in the format attached as Annexure VI (Sample Forms, Sec III) on a non-judicial stamp paper.

The PBG shall be in the same currency(ies) in which supply order has been issued.

The PBG shall remain valid till 3 months after the completion of 36 months.

The release of the Performance Bank Guarantee(s) after above indicated period, shall be subject to satisfactory performance of the equipments/items during 36 months 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 validity period if no claim is pending, with the approval:

The PBG shall be submitted, sufficiently in advance (say 3-4 weeks) to enable its verification before submission of the invoice.

OR

In lieu of PBG, a letter be submitted sufficiently in advance (say 3-4 weeks) to the Paying Authority to deduct 5% of the total landed value of the contract including all taxes, duties and other costs from the invoice which may be kept as PBG for that particular equipment(s).

The release of the Performance Bank Guarantee after above indicated period, shall be subject to satisfactory performance of the equipments/items during 36 months 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 validity period if no claim is pending, with the approval:

The Bank guarantee issued by the Issuing Bank on behalf of contractor/supplier in favour of Central Coalfields Limited shall be in paper form as well as issued under "Structured Financial Messaging System". The details of beneficiary for issue of BG under SFMS platform is furnished below:

Name of Beneficiary & other	Name	Central Coalfields Limited
	Area	Head Quarter
	Bank Account No.	10106155123

r-details	Customer-ID-of-Beneficiary	80288731402
	Department	MM-Dept.
Beneficiary-Bank Branch-Address	State-Bank-of-India	
	SME-Branch Doranda, Ranchi-834002	-
IFSC-Code	SBIN0009620	-

**E. ~~Format of Bipartite/Tripartite Agreement towards CAMC is attached under buyer upload ed ATC.~~**

**F. Following Certificates as per the below Annexure (I to V) to be submitted along with the offer.**

**ANNEXURE-I**

**Lowest Price Certificate**

**I/We do hereby certify that prices quoted by us against this tender are the lowest and not higher than as applicable to other Govt. Deptts. / Undertakings including other Subsidiaries of CIL/Private Organizations.**

**We also certify that the quoted rates are not higher than rates quoted / prices charged by us for same items to other Customers.**

Date: (Seal & Signature of the Tenderer)

**Price Fall Clause Certificate**

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.

**Note:**

- The currency of contract will mean the period till completion of supply.
- The bidder is required 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.
- 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.
- 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.

Date: Signature of the Tenderer

Seal of the Firm

-  
-

**Proforma for Equipment and Quality Control**

*(Applicable for Startup / MSEs claiming relaxation in Experience Criteria)*

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 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.**

.....

(Seal & Signature of the Tenderer)

**(NB: Details against Sl. nos. 5 to 11 inclusive need be restricted to the extent they pertain to the items under reference.)**

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**ANNEXURE-III**

**Declaration Regarding Banning/De-listing**

The bidder as well as the manufacturer (if bidder is not the manufacturer) will give a declaration -

“We have not been banned or de-listed or debarred or ‘Put on Holiday’ by any Government or quasi-Government agencies or PSUs.”

Date: (Seal & Signature of the Tenderer)

(N.B.:If a bidder has been banned or de listed or debarred or ‘Put on Holiday’ by any Government or quasi-Government agencies or PSU, this fact must be clearly stated and it may not necessarily be a cause for disqualifying them. If this declaration is not given, the bid will be rejected as non-responsive

**ANNEXURE - IV**

**Format of Self-Certificate for Local Content**

*(To be typed on the Letter Head of the firm)*

WeM/s....., Address..... hereby confirm in respect of quoted item(s) that 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 is equal to \_\_\_\_% (mention the percentage of local content in the offered items) & meets the local content requirement for ‘Class-I local supplier’/‘Class-II local supplier’ (strike out whichever is not applicable) prescribed under Public Procurement (Preference to Make in India) Order, 2017- Revision, Dated 16<sup>th</sup> September, 2020.

Also, it is hereby confirmed thatM/s..... is/are not serving debarment from any procuring entity for violation of this order at the time of tendering.

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

- 1.....
- 2.....
- 3.....

Date: (Seal & Signature of the Bidder)

**ANNEXURE - V**

**Certificate regarding procurement from a bidder of a country which shares a land border with India**

The bidder has to certify the following (whichever applicable):

“ We have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India & it is hereby certified that we are not from such a country and does not have any specified Transfer of Technology (ToT) from such a country.”

OR

However, if the bidder falls in the category of bidders as indicated in the definitions clause no.: 8, 9, 10, 11, 12, 13 and 14 of Order ( F.7/10/2021-PPD(1), Public Procurement no. 4) Dt. 23-02-2023, should submit the certificate as under:

"We have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India as per Office Memorandums issued by Department of Expenditure, PPD, Ministry of Finance and we hereby certify that our firm is from such a country or if having specified ToT from such a country has been registered with the Competent Authority as specified in Annexure -I of Order (No. F.7/10/2021-PPD(1), Public Procurement no. 4) Dt. 23-02-2023. It is furthercertified that we fulfill all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Date:

(Seal & Signature of the Bidder)

N.B.:

1. To choose any one of the above-mentioned conditions, whichever is applicable.
2. In case of Indian Agent of the Local Supplier quoting against the Tender, both the Indian Agent and their Principal should submit the above-mentioned certificate(s).

ANNEXURE-VI

Performance Bank Guarantee Format

*(On a non-judicial stamp paper)*

**M/s. Central Coalfields Limited,**

NK Area,

**Dist.: Ranchi, Jharkhand – 829210**

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

Messrs .....a Company / Firm having its office at No. .... (hereinafter called 'the Contractor') has entered into the Agreement / Contract / Purchase Order vide no. .... dated ..... (hereinafter called 'the said Agreement') with Coal India Limited, Kolkata on behalf of ..... / Purchaser Company (Name of the concerned subsidiary Company) (hereinafter called 'the Company') to supply ..... stores/materials amounting to Rs. .... 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 conditions of the said Agreement or shall commit any breach of its obligations thereunder, the Bank shall on demand and without any objection or demur pay to the Company, the said sum of Rs..... or any portion thereof without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same or calling on the Company to compel such payment by the Contractor.

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

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

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

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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.

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Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs.....only. The guarantee shall remain in force till the.....day of .....20..... and unless the guarantee is renewed or a claim is preferred against the Bank within the validity period and/or the claim period from the said date, all rights of the Company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

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

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

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

— For and on behalf of the Bank

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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.