

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687703437550

अनुबंध तिथि | Generated Date : 23-May-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4543071](#)

अनुसूची नाम | Schedule Name: SCHEDULE-2

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रारूप Type : Central PSU मंत्रालय Ministry : Ministry of Coal विभाग Department : COAL INDIA LIMITED संगठन का नाम Organisation Name : Mahanadi Coalfields Limited कार्यालय क्षेत्र Office Zone : MCL Sambalpur Odisha	पद Designation : Debasish Nayak SO MM संपर्क नंबर Contact No. : -- ईमेल आईडी Email ID : so-mm-cwst.mcl@coalindia.in जीएसटीआईएन GSTIN : 21AABCM5188P1Z3 पता Address : Mahanadi Coalfields Limited Office of the General Manager Central Workshop Excv Talcher Area Purchase Cell MM Deptt PO Balanda Dist Angul 759116, ANGUL, ODISHA-759116, 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, CWS(X) TALCHER. वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : AFM, CWS(X) TALCHER.	Role: PAO भुगतान का तरीका Payment Mode: Internet Banking पद Designation : Mohammed Talha AM Finance ईमेल आईडी Email ID : mahammed.talha@coalindia.in जीएसटीआईएन GSTIN : 21AABCM5188P1Z3 पता Address : Mahanadi Coalfields Limited Office of the General Manager Central Workshop Excv Talcher Area Purchase Cell MM Deptt PO Balanda Dist Angul 759116, Angul, ODISHA-759116, India

विक्रेता विवरण Seller Details
जेम विक्रेता आईडी GeM Seller ID : FEBC190000819982 कंपनी का नाम Company Name : M/S-POWER SYSTEM AGENCY संपर्क नंबर Contact No. : 09437903309 ईमेल आईडी Email ID : powersystem47@yahoo.co.in पता Address : SHARMA CHHAK, SHARMA CHHAK, TALCHER, TALCHER, Angul, ODISHA-759100, - एमआईआई स्थिति MII Status : True एमएसएमई सत्यापित MSME verified : No एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-OD-01-0000175 एमएसएमई सामाजिक श्रेणी MSE Social Category : OBC एमएसएमई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN : 21ADRP5587L1ZP (B), (R)

*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 : ADHESIVE_ARALDITE_PCKT_50ML ब्रांड Brand : Power System 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 : BOQ (Q3) मॉडल Model: एचएसएन कोड HSN Code: 3506	100	EA	177	NA	17,700
2	उत्पाद का नाम Product Name : BAR RND_CU_37MM_IS_613 ब्रांड Brand : Power System 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 : BOQ (Q3) मॉडल Model: एचएसएन कोड HSN Code: 7407	20	KG	1,652	NA	33,040

3	उत्पाद का नाम Product Name : PUTTY METAL_MATERIAL_STEEL ब्रांड Brand : jyoti 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 : BOQ (Q3) मॉडल Model: एचएसएन कोड HSN Code: 3214	5	LTR	15,340	NA	76,700
4	उत्पाद का नाम Product Name : BRUSH WIRE_STEEL_6INX2IN_ FOR WELDING ब्रांड Brand : Power System 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 : BOQ (Q3) मॉडल Model: एचएसएन कोड HSN Code: 9603	50	EA	88.5	NA	4,425
5	उत्पाद का नाम Product Name : FOIL_MATERIAL_TIN_WIDTH_3BY4 IN_LENGTH_16 IN_THICKNESS_1 MM ब्रांड Brand : Power System 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 : BOQ (Q3) मॉडल Model: एचएसएन कोड HSN Code: 7607	20	KG	2,006	NA	40,120
कुल ऑर्डर मूल्य Total Order Value (in INR)						171,985

परोपिती विवरण | Consignee Detail

क्र.सं. S.No	परोपिती Consignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	दिनांक के बाद डिलीवरी शुरू करना है Delivery Start After	वितरण पूरा कब तक करना है Delivery To Be Completed By
1	पद Designation :- ईमेल आईडी Email ID : depot-off-cwst.mcl@coalindia.in संपर्क Contact : 06760-260294- जीएसटीआईएन GSTIN : 21AABCM5188P1Z3 पता Address : Mahanadi Coalfields Limited Office of the General Manager Central Workshop Excv Talcher Area Purchase Cell MM Deptt PO Balanda Dist Angul 759116, ANGUL, ODISHA-759116, India	ADHESIVE_ARALDITE_PCKT_50ML	-	100	23-May-2024	22-Jul-2024
		BAR RND_CU_37MM_IS_613	-	20	23-May-2024	22-Jul-2024
		PUTTY METAL_MATERIAL_STEEL	-	5	23-May-2024	22-Jul-2024
		BRUSH WIRE_STEEL_6INX2IN_ FOR WELDING	-	50	23-May-2024	22-Jul-2024
		FOIL_MATERIAL_TIN_WIDTH_3BY4 IN_LENGTH_16 IN_THICKNESS_1 MM	-	20	23-May-2024	22-Jul-2024

विनिर्देश | Specification1

[विशिष्टता दस्तावेज़ | Specification Document](#)

[क्रेता बीओक्यू दस्तावेज़ | Buyer BOQ Document](#)

[बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document](#)

टिप्पणी | Note: Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

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विनिर्देश | Specification2

[विशिष्टता दस्तावेज़ | Specification Document](#)

[क्रेता बीओक्यू दस्तावेज़ | Buyer BOQ Document](#)

[बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document](#)

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विनिर्देश | Specification3

[विशिष्टता दस्तावेज़ | Specification Document](#)

[क्रेता बीओक्यू दस्तावेज़ | Buyer BOQ Document](#)

[बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document](#)

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विनिर्देश | Specification4

[विशिष्टता दस्तावेज़ | Specification Document](#)

[क्रेता बीओक्यू दस्तावेज़ | Buyer BOQ Document](#)

[बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document](#)

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विनिर्देश | Specification5

[विशिष्टता दस्तावेज़ | Specification Document](#)

[क्रेता बीओक्यू दस्तावेज़ | Buyer BOQ Document](#)

[बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document](#)

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ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक | Advisory Bank :

State Bank of India

ईपीबीजी प्रतिशत (%) | ePBG Percentage(%):

5.00

बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा | The bidder shall furnish ePBG as applicable as per bid's terms and conditions

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

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

2.4 Scope of Supply:

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

2.5 Forms of EMD and PBG:

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

MCL, CWS AREA, TALCHER

payable at

TALCHER

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.

2.6 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

MCL, CWS AREA, TALCHER

payable at

TALCHER

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

2.7 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

1. **Qualification Criteria:** All the bidders are required to upload the following specified documents depending on the category of bidders :

A. **Manufacturer** : Any one of the following documents of being manufacturer of the tendered items:

- a. Factory license/Manufacturing license
- b. NSIC registration certificate.
- c. Udyam registration certificate
- d. Valid ISO Certificate.
- e. Valid BIS license/certificate
- f. Valid DGMS approval

B. **Indian selling agents/dealers/distributors authorized by manufacturer:**

I. Specific authorization & undertaking from their principal manufacturer to quote against this tender mentioning specific Bid ID and Date. as per format enclosed as Annexure - A of Buyer uploaded ATC document.

II. Indian selling agents/dealers/distributors authorised by Indian manufacturer is required to submit an undertaking as per format enclosed as Annexure - B of Buyer uploaded ATC document.

III. Undertaking by the Indian Agent, that they are in existence for 3 years on the date of tender opening (irrespective of date of appointment as Agent).

IV. Any one of the following documents of the principal manufacturer of being manufacturer of the tendered items:

- a. Factory license/Manufacturing license
- b. NSIC registration certificate.
- c. Udyam registration certificate
- d. Valid ISO Certificate.
- e. Valid BIS license/certificate
- f. Valid DGMS approval

NOTE: OEM Authorization and the certificates in respect of Micro Small Enterprises (MSME), NSIC Registration, ISO Certificate, BIS License and DGMS approval must be valid on the date of bid opening.

2. **Provenness Criteria:** All the bidders are required to upload any one of the following specified documents:

- a. Complete set of Supply order (Firm) copies for the Tendered item(s) or similar item(s) of same/ higher Tensile Strength/Capacity than the tendered items must have been supplied by bidder in India to any Private Organization/ Government Organization/ Public Sector Undertakings. Supply order should not be older than five years on bid opening date of tender. The performance of only those items shall be considered for assessing provenness which have been commissioned 01 (one) year prior to the opening of tender.

(No new supply orders shall be accepted during recycling of shortfall documents. Therefore bidders must be careful while uploading supply order copies online.)

b. Any one of the following:

I. Satisfactory performance report of quoted items / similar items (i.e. Tendered items) covered in supply order from the user for a period of minimum one year from the date of put in use. Satisfactory performance report should have reference of supply order and period of satisfactory performance from the date of commissioning.

OR

II. The bidder will be required to furnish a self-certificate in the given format- "The items covered in the Purchase Order(s)/ Rate Contract(s) copies enclosed with our offer have been fully executed and have performed satisfactorily for a period of minimum one year from the date of commissioning and all the complaints/ claim (s) lodged by the purchaser, if any, have been attended to and no complaints/ claims(s) are pending".

OR

III. The tendered items to be offered by the bidder should be ISI marked. The bidders are required to furnish valid BIS/ISI Marking License of the manufacturer for the quoted items along with the bid.

OR

IV. The bidder should currently hold Rate Contract with CIL or its Subsidiaries for supply of the tendered items to be offered by the bidder. Valid Rate Contract as issued by CIL/any other subsidiary of CIL for the quoted items should be furnished by the bidder along with the bid.

OR

V. The bidder should have valid DGMS approval for the tendered items to be offered by the bidder. The bidders are required to furnish valid DGMS Approval for the quoted items along with the bid.

NOTE: The certificates in respect of BIS/ISI marking license, DGMS Approval, Rate contract issued by CIL/ any other subsidiary and Proven Ancillary certificate issued by MCL must be valid on the date of bid opening.

- 3. Banned or Suspended or Black Listed: Bidder/ Supplier/ Organization/ Proprietor/ ANY of the Director(s) shall not be banned or suspended or black listed by any Government / Public Sector Undertaking / Corporate organization or convicted in any Court of Law across India or declared Bankrupt or insolvent. A self-declaration certificate must be uploaded in the GeM portal under Bidders Official Letter Head.**
- 4. Price Fall Clause: The price charged for the stores supplied against this order by you shall in no event exceed the lowest price at which you sell or offer to sell the stores of identical description to any other organisation during the period of the contract. If you at any time during the period of contract reduce the sales price, sell or offer to sell such stores to any other organisation at a price lower than the price chargeable under this contract, you shall forthwith notify such reduction of sales price to the undersigned and the price payable under the contract for stores supplied after the date of coming in force of such reduction in sale price, shall stand correspondingly reduced. The supplier has to give an undertaking that they have not offered to supply/ supplied/ is not supplying same or similar product/ systems or sub systems at a price lower than that offered in the present bid in respect of any Organization/ Ministry/ Department of the Govt. Of India Ltd. and/ or its Subsidiaries or other PSU or any other private organization during the currency of the contract and if it is found at any stage that same or similar product/ system or sub system or sub systems at a price lower than that offered in the present bid in respect of any Organization/ Ministry/ Department of the Govt. Of India Ltd. and/ or its Subsidiaries or other PSU or any other private organization at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the supplier to buyer, if the contract has already been concluded. The supplier shall submit a certificate along with the bill(s) that it has not offered to supply/ supplied the similar/ ordered 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.**
- 5. Lowest Price certificate : Bidder shall submit Lowest Price certificate as under:
"It is certified that the prices charged by us for the offered items are the lowest prices applicable to any other person/ organization, private Co., Government department, undertaking of Central/State Government"**
- 6. Warranty Clause: The Supplier shall furnish Guarantee/Warranty certificate along with the bill for satisfactory performance of the ordered materials for a period of 18 months from the date of receipt and acceptance of materials at consignee's end or 12 months from the date of use/fitment/commissioning, whichever is earlier. All cases of warranty replacement of failed item will be decided based on joint inspection of the failed item held between the user and the manufacturer's representatives. The supplier will have to depute representative for joint inspection within 10 days of intimation of warranty failure. In case if he fails to come for joint inspection within 10 days of intimation, the warranty claim raised by the consignee shall be treated as final and supplier will be liable to make warranty replacement of the failed item. Confirmation to the above clause is to be furnished /complied along with the Bid.**
- 7. Security Deposit**
 - a. The successful tenderers will have to submit Security Deposit for the 10% value of the total landed value of the contract including all taxes, duties and other costs and charges, without considering Input Tax Credit.**
 - b. The Security Deposit shall be in the form of a Bank Demand Draft or in the form of a Bank Guarantee in the prescribed format from a RBI Scheduled Bank in purchaser's country (on a non-judicial stamp paper) within 15 days from date of notification of award or placement of order.**
 - c. The Security Deposit shall be in the same currency (ies) in which contract is to be signed/ issued. In case of multi-currency contract, separate Security Deposit Bank Guarantee (SDBG) in respective currency for required value as above shall be submitted.**
 - d. In case of equipment, SDBG shall not be individual equipment wise. However, multiple Bank Guarantees for Security Deposit shall be permissible provided value of all the SDBGs totals to 10% of the contract value, and all are submitted simultaneously within the specified time schedule and all of them are in the same prescribed format of SDBG without linking to any particular equipment.**
 - e. The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee in case of supply contracts and in case of contracts for equipment involving installation and commissioning, 3 months after the supply and commissioning**
 - f. If the successful tenderer fails to deposit the security deposit within 15 (fifteen) days from date of notification of award/ placement of order, another opportunity may be given to them for submission of Security Deposit within next 15 days. If the successful tenderer still fails to deposit the security deposit within the extended period**

riod but executes the supplies within scheduled delivery period, the submission of Security Deposit may be waived, as the purpose of submission of SD is fulfilled.

- g. If the Supplier fails to deposit the SD within the extended period and no supplies are made, the order shall be cancelled and the case shall be processed to order elsewhere at firm's risk and cost. Moreover, the firm's performance is to be kept recorded for future dealings with them. Further, if during execution of the contract, the firm fails to extend the Bank Guarantee for Security Deposit, suitably as required, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by CIL.
- h. In cases where the successful tenderer did not submit the security deposit even within the extended period for SD submission but has supplied the materials either in full or in part after the extended period for SD submission, the SD may be deducted from the first bill or in case of insufficient amount from subsequent bill(s) of the supplier till the full SD amount is deducted. Further, a penalty equivalent to 0.5% (half percent) of SD amount for delay of each week or part thereof (period of delay is to be calculated from the 31st day from the date of notification of award/placement of order to the date of receipt of full SD/deduction of full SD) shall be levied subject to a maximum of 10% of the contract value.
- i. Security Deposit will be released with the approval of HOD of MM Department/ Area GM within 30 days after completion of supplies and acceptance of material by the consignee in case of supply contractor after successful commissioning and on receipt of confirmation of Performance Bank Guarantee(s) for all the equipment covered in the contract in case of contracts for equipment and all those items/ goods involving installation and commissioning and PBG.
- j. Security Deposit may be converted into Performance Bank Guarantee (PBG) wherever PBG is required at the option of the supplier. At the time of conversion of security money into PBG, it should be ensured that the amount of PBG should not be less than 10% of landed value of order. Wherever Security Deposit is converted into PBG, the operation of such SDBG/ Performance BG shall be guided by Performance Bank Guarantee Clause.
- k. All Central/State Government Organization/PSUs shall be exempted from submission of Security Deposit. OEM/OES shall also be exempted from submission of Security Deposit in case of procurement of Spare Parts for equipment against Single Tender Enquiry/Open/Limited Tenders.
- l. Submission of Security Deposit is exempted for the contracts having value up to Rs.5 lakhs.
- m. The SDBG will be submitted Through Structured Financial Management System (SFMS).

2.8 Buyer Added Bid Specific ATC:

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

2.9 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.

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

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