

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687753937560

अनुबंध तिथि | Generated Date : 14-Nov-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/5237089](#)

अनुसूची नाम | Schedule Name: Schedule 1, Schedule 2

संगठन विवरण Organisation Details		खरीदार विवरण Buyer Details				
प्ररूप Type :	Central PSU	पद Designation :	Manager MM			
मंत्रालय Ministry :	Ministry of Coal	संपर्क नंबर Contact No. :	341-2523606-			
विभाग Department :	COAL INDIA LIMITED	ईमेल आईडी Email ID :	pronab.biswas@nic.in			
संगठन का नाम Organisation Name :	EASTERN COALFIELDS LIMITED	जीएसटीआईएन GSTIN :	-			
कार्यालय क्षेत्र Office Zone:	West Bengal	पता Address :	Office of CMD, Materials Management Department, Purchase Wing, Sanctoria, PO Dishergarh, District - Burdwan, West Bengal - 713333, BURDWAN, WEST BENGAL-713333, India			
वित्तीय स्वीकृति विवरण Financial Approval Detail		भुगतान प्राधिकरण विवरण Paying Authority Details				
आईएफडी सहमति IFD Concurrence :	No	Role:	PAO			
प्रशासनिक अनुमोदन का पदनाम	GM(MM-PUR)/HOD	भुगतान का तरीका	Offline			
Designation of Administrative Approval:		Payment Mode:				
वित्तीय अनुमोदन का पदनाम	GM(MM-PUR)/HOD	पद Designation :	GM Finance Incharge			
Designation of Financial Approval :		ईमेल आईडी Email ID :	hodfin.ecl@nic.in			
		जीएसटीआईएन GSTIN :	-			
		पता Address:	Office of CMD, Materials Management Department, Purchase Wing, Sanctoria, PO Dishergarh, District - Burdwan, West Bengal - 713333, BURDWAN, WEST BENGAL-713333, 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 :	248F200001190513					
कंपनी का नाम Company Name :	VARDHAMAN ROPES					
संपर्क नंबर Contact No. :	09229289827					
ईमेल आईडी Email ID :	vardhamanropes25@gmail.com					
पता Address :	27 (1ST FLOOR), CIVIC CENTRE,SURANA HOUSE,CIVIC CENTRE,BHILAI NAGAR, Durg, CHHATTISGARH-490006, -					
एमएसएमई पंजीकरण संख्या MSME Registration number :	UDYAM-CG-05-0001075					
जीएसटीआईएन GSTIN:	22AAFFV3303G1ZO (R) , (M)					
खरीदार द्वारा मूल्यांकित एमआईआई स्थिति MII Status as evaluated by buyer :	Verified					
खरीदार द्वारा सत्यापित एमएसएमई स्थिति MSME Status as verified by buyer :	Not Verified					
एमएसई सामाजिक श्रेणी MSE Social Category :	General					
एमएसई लिंग श्रेणी MSE Gender :	Male					
*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 : VARDHAMAN ROPES Round 32 Steel Core ब्रांड Brand : VARDHAMAN ROPES ब्रांड प्रकार Brand Type : Registered Brand कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : Steel Wire Ropes for General Engineering Purpose as per IS 2266:2019 (Q3) मॉडल Model: WR 32 636 RHL SC 1770 एचएसएन कोड HSN Code: 73121010	250	meter	590	जीएसटी GST (18%) : 22,500 जीएसटी उपकर 1 GST Cess 1 (0%) : 0 जीएसटी उपकर 2 GST Cess 2 (0 per accounting unit) : 0 जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) Input Tax Credit (ITC) on GST I (100%) : 22,500 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (100%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (100%) : 0	147,500
	उत्पाद का नाम Product Name : VARDHAMAN ROPES Round 16 Steel				जीएसटी GST (18%) : 29,727.458	

2	Core ब्रांड Brand : VARDHAMAN ROPES ब्रांड प्रकार Brand Type : Registered Brand कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : Steel Wire Ropes for General Engineering Purpose as per IS 2266:2019 (Q3) मॉडल Model: WR 16 636 RHO SC 1770 एचएसएन कोड HSN Code: 73121010	1,200	meter	162.4	जीएसटी उपकर 1 GST Cess 1 (0%) : 0 जीएसटी उपकर 2 GST Cess 2 (0 per accounting unit) : 0 जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) Input Tax Credit (ITC) on GST I (100%) : 29,727.458 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (100%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (100%) : 0	194,880
	कुल ऑर्डर मूल्य Total Order Value (in INR)					
परेषिती विवरण Consignee Detail						
क्र.सं. S.No	परेषिती 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 : arvind25.kumar@coalindia.in संपर्क Contact : 0341-2523606- जीएसटीआईएन GSTIN : 19AAACE7590E1ZI पता Address : Neamatpur , Post Sitarampur Paschim Burdwan WB, Bardhaman, WEST BENGAL-713360, India	VARDHAMAN ROPES Round 32 Steel Core	-	250	14-Nov-2024	12-Feb-2025
2	पद Designation : - ईमेल आईडी Email ID : s.bandyopadhyaya@coalindia.in संपर्क Contact : 06437-228366- जीएसटीआईएन GSTIN : - पता Address : Office of General Manager, Rajmahal Area, Dhankunda, Bara Simra, Distt: Godda, Jharkhand, Godda, JHARKHAND-814165, India	VARDHAMAN ROPES Round 16 Steel Core	-	1,200	14-Nov-2024	12-Feb-2025
Product Specification for VARDHAMAN ROPES Round 32 Steel Core						
विनिर्देश Specification		उप-विनिर्देश Sub-Spec			मूल्य Value	
GOVERNING SPECIFICATIONS		Steel wire ropes for general Engineering Purpose conforming to IS:2266/2019			Yes	
		ISI Marked			Yes	
		CM/L No			3056749	
CONSTRUCTIONAL		Nominal Diameter of the Rope (mm)			32	
		Types of Wire ropes			Round	
		Rope construction as per Clause 1 of IS 2266:2019			6 × 36 SW (14-7+7-7-1)	
		Rope Grades			1770	
		Material of Core			Steel Core	
		Size range as per Clause 1 of IS 2266:2019 (mm)			2-12	
		Minimum breaking force shall be as per Clause 5 of IS 2266:2019			Yes	
Marking		Marking as per Clause 12.1 of IS 2266:2019			Yes	
CERTIFICATION		Availability of test certificate on each coil or reel of rope from NABL /ILAC accredited or Govt. Lab			No	
		Test Certificate No and Date			NA	
		Name and Address of the lab where tested			NA	
		Test Report shall be furnish to Buyer on Demand			Yes	
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.						
खरीदार परिभाषित अतिरिक्त विशिष्टता के लिए Buyer Defined Additional Specification for VARDHAMAN ROPES Round 32 Steel Core						
विनिर्देश Specification		मूल्य Value				
Technical specification		32mm dia, construction 6 x 36, lay RHL, core IWRC, tensile strength 1770 N / sqmm, ungalvanised steel wire rope, round strand, preformed tested, basic Grade, conforming to BIS2266 / 02 or its latest amendment				
Cut Length		Unit length 125 Meters shall only be accepted.				

Application	EKG 4.6/5A SHOVEL (End use Boom suspension)	
Total quantity	250 Meter (2 length)	
Product Specification for VARDHAMAN ROPES Round 16 Steel Core		
विनिर्देश Specification	उप-विनिर्देश Sub-Spec	मूल्य Value
GOVERNING SPECIFICATIONS	Steel wire ropes for general Engineering Purpose conforming to IS:2266/2019	Yes
	ISI Marked	Yes
	CM/L No	3056749
CONSTRUCTIONAL	Nominal Diameter of the Rope (mm)	16
	Types of Wire ropes	Round
	Rope construction as per Clause 1 of IS 2266:2019	6 × 36 SW (14-7+7-7-1)
	Rope Grades	1770
	Material of Core	Steel Core
	Size range as per Clause 1 of IS 2266:2019 (mm)	2-12
	Minimum breaking force shall be as per Clause 5 of IS 2266:2019	Yes
Marking	Marking as per Clause 12.1 of IS 2266:2019	Yes
CERTIFICATION	Availability of test certificate on each coil or reel of rope from NABL /ILAC accredited or Govt. Lab	No
	Test Certificate No and Date	NA
	Name and Address of the lab where tested	NA
	Test Report shall be furnish to Buyer on Demand	Yes
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.		
खरीदार परिभाषित अतिरिक्त विशिष्टता के लिए Buyer Defined Additional Specification for VARDHAMAN ROPES Round 16 Steel Core		
विनिर्देश Specification	मूल्य Value	
Technical specification	16mm dia , construction 6 x 36 lay RHL , core IWRC , tensile strength1770 N / sqmm, ungalvanised steel wire rope, round strand, basic grade, preformed, confirming to BIS 2266/02 or its latest amendment	
Cut length	Free length in reel of 400 meters each	
Application	P&H 2300 XPA/LR SHOVEL (End use Dipper Trip Rope)	
Total quantity	1200 Meter (3 Reels)	
शुद्धिपत्र Corrigendum		
1. तक बढ़ाया गया Extended Upto : 2024-08-31 11:00:00		
ईपीबीजी विवरण ePBG Detail		
सलाहकार बैंक Advisory Bank :		NA
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):		NA
आरसीएम/एफसीएम के संबंध में सामान्य खंड General Clauses w.r.t RCM/FCM		
1. Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.		
2. For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.		
3. For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.		
4. For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess.		
5. For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer.		

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

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

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

2.3 Generic

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

2.4 Generic

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

2.5 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.

2.6 Scope of Supply:

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

2.7 Service & Support:

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

2.8 Inspection:

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance: Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

NOT APPLICABLE

Post Receipt Inspection at consignee site before acceptance of stores:
AS PER BUYER ADDED BID SPECIFIC ATC

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.

2.10 Certificates:

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

2.11 Warranty:

Warranty period of the supplied products shall be 1 years 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.

2.12 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

ADDITIONAL TERMS AND CONDITIONS (ATC)

1. Experience/Provenness criteria is given below: -

The tendered item(s)/ offered item(s) shall be considered proven provided that tendered item(s) of same or similar / higher specifications/ ratings/ versions, etc. have been supplied during the last 5 years from the date of tender opening against orders of CIL and its subsidiaries, other PSUs, Government Departments and Private Organizations and their performance has been found satisfactory.

Satisfactory Performance: When the supplied item has performed satisfactorily for a period of minimum one year from the date of commissioning, then performance of the item will be considered satisfactory.

In case where provenness of the offered product is being ascertained on the basis of supply made in other subsidiaries of CIL or other PSU's/Govt. departments/Private organization, the bidder shall submit a self-certificate along with Proof of payment against the purchase order(s)/Rate contract(s) to fulfill provenness criteria.

In cases the bidder has submitted purchase order copies of other subsidiaries of CIL or other PSUs/Govt. Departments and provenness of the offered product is to be ascertained on the basis of supply made in other subsidiaries of CIL or other PSUs/ Govt. Departments, the bidder will submit a Self-Certificate in the following format, along with proof of payment against the Purchase order(s) / Rate Contract(s):

"The items covered in the Purchase Order(s)/ Rate Contract(s) copies enclosed with our offer have been fully executed and have performed satisfactorily as per the provisions of respective Purchase Order(s)/ Rate Contract(s) and all the complaints/claim (s) lodged by the purchaser, if any, have been attended to and no complaints/ claims(s) are pending".

In case, any specific Purchase Order(s) has/ have not been fully executed and any complaint/ claim is pending, then details of such cases to be categorically mentioned with the reasons thereof so that decision making is in clear perspective without any hidden facts in the subject matter.

The authenticity of the self-certificate as well as other documents submitted by the bidder will solely be their responsibility and appropriate action will be taken by CIL/ Subsidiary Company if it is subsequently found to be misleading/false/forged.

However, the Purchaser reserves the right to obtain the performance directly from the end user of the item/product.

2. **Fitment guarantee:** The goods should properly fit in/on/to the machines without any modification/alteration for which the same are intended. A certificate in this respect should be given along with the offer and also with each supply. It must also be guaranteed that the offered materials shall be the exact replacement of the existing parts in respect of fitment, safety & quality. If any of the materials supplied either do not fit properly on the machine or it is established that some other parts of the machine have been damaged due to use of the supplied materials, all such parts so damaged as well as the materials supplied shall have to be replaced on free of cost basis within 30 days of getting intimation from the user project or consignee.

3. **Technical support and service:** In addition to normal after sales service, the supplier will render technical support and service to ensure proper usage, maintenance and satisfactory performance of the items supplied.

4. **Identification marking:** Manufacturer's identification mark (Description/Part No./Sl.No/Make) should be embossed or engraved or punched on each and every item as practicable and wherever possible in non-wearable and visible places of the materials supplied. Apart from this a tag may be attached to each part /item giving identification mark, part no, description, year and month of manufacturing etc.

5. **Manufacturer's test certificate:** The manufacturer has to submit a certificate along with supply that routine tests were done in their premises and the results conform to the relevant test parameters.

6. **Inspecting Authority:**

i. For Schedule 01 - Authorized Representative of Gr.GM(Excv), ECL HQ.

ii. For Schedule 02 - Authorized Representative of Area Engineer(Excv), Rajmahal Area.

7. **Confirmatory documents:** During evaluation and comparison of bids, the purchaser may ask the bidder for clarification/s/ shortfall/ confirmatory documents during the evaluation of the bids through GeM Portal. For this purpose, *maximum 1 chance of 7x24 hours duration* shall be given to the bidders to upload these clarifications/ shortfall documents. The bidder will upload the requested documents within the specified period and no additional time will be allowed in this regard for on-line submission of documents after the *maximum 1 chance of 7x24 hours duration*.

8. **Distribution of the Quantity:** As per standard procedure, the tender quantity is to be covered on the lowest responsive tenderer (L1) without dividing the same. However, there may be special occasions of purchase of very large quantities of goods which are beyond the capacity of a single bidder or the L1 bidder is unable to take the load of the entire quantity. In such cases, after coverage of quantity on L1 bidder as per its capacity/ offer, the remaining quantity may be ordered on the L2 bidder at the rates offered by the L1 bidder and for this purpose, L1 rates may be counter offered to L2 bidder. If L2 bidder does not accept the L1 rates or is also not able to meet the remaining requirement, then the balance quantity may be covered on L3 bidder and this process may be followed till the entire tender quantity is covered. All such orders are to be placed at the rates offered by the lowest responsive tenders (L1).

9. **Price Fall Clause**

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.

In case of parallel Rate / Running Contracts, if the price of a product is reduced for any supplier due to invocation of 'Price Fall clause' or any other reason, the same lower price shall also be applicable for the other suppliers who are having parallel RCs against the same tender. If any parallel RC holder does not accept the lower price, CIL shall have the right to delete the item from the scope of RC of such firm and procure the same from other existing supplier / Reserve RC holders.

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 privates) 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 Price fall clause will however not apply for purchase value up to Rs. 2.00 Lakh.
 - f) Point (b) above is not applicable in the case of renewal of Depot Agreements.
10. Letter of Bid (LOB): The bidder shall furnish the letter of bid in the format enclosed in their company letterhead. The LOB should be signed by an authorized person of the company.

(Format of LOB)

To

General Manager (MM)-HOD,

MM Department - Purchase wing

Office of the Chairman-Cum-Managing Director

Eastern Coalfields Limited

Dear Sir,

Sub: Tender/Bid No. ----- dated -----.

- a) Having examined the Tender/bid Document including Addenda/Corrigenda, if any (insert numbers), we, the undersigned,Employee/Partner/Legal Attorney/ Proprietor/Accredited Representative of M/s(name of the bidder firm) offer to supply tendered item/items vide our offer No.datedin conformity with the said Tender Document.
- b) We confirm to accept all terms and conditions contained in the tender/bid document unconditionally and there is no deviation in our offer.
- c) We confirm that the contents of the offer are given after fully understanding the NIT/bid terms.
- d) We confirm that all information/ documents / credentials submitted along with our offer are genuine, authentic, true, valid true and complete in every respect.
- e) We confirm that if any information or document submitted is found to be false / incorrect, at any point of time, the said offer shall be considered absolutely null & void and action as deemed fit may be taken against us including termination of the contract, forfeiture of all dues including EMD/ Security Deposit and Banning of our firm and all partners of the firm as per provisions of NIT/CIL Purchase Manual 2020.
- f) We have never been banned or delisted or debarred or "Put on Holiday" by any Govt. or Quasi Govt. Agency or any Public Sector Undertaking.

OR

We were banned or delisted or debarred or "Put on Holiday" by the organization named "-----" for a period of ----- year/s, effective from ----- to -----

- g) We abide by the Code of Integrity for Public Procurement as defined in para 2.3.2, 2.3.3 & 2.3.4 of CIL Purchase manual 2020 and there had been no transgression of this Code during last three years

OR

There had been previous transgression of this Code of Integrity for Public Procurement as defined in para 2.3.2, 2.3.3 & 2.3.4 of CIL Purchase manual 2020 during last three years with (name of entity and country).

- h) We certify that there is no Conflict of Interest with any of the Bidders/Agents as defined in para 10.21 of CIL Purchase manual 2020.
- i) We confirm that this Bid and your subsequent Letter of Intent/ Purchase Order shall constitute a binding contract on us.
- j) We confirm that we shall be responsible for all the contractual obligations including quality aspects, replacement of part/items and warranty/ guarantee obligations.
- k) We confirm that we shall be responsible for providing the required after sale service.
- l) We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and I certify that M/s (name of the bidder)..... is not from such a country and is eligible to be considered".

OR

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and I certify that M/s (name of the bidder)..... is from such a country and has been registered with C

competent Authority. I hereby certify that(name of the bidder)..... fulfils all requirements in this regard and is eligible to be considered. The evidence of valid registration by competent authority is attached.

Dated this _____ day of _____ 20-

Signature _____

Name _____

Designation _____

11. Manufacturer's Authorization For Indian Agent

- a) In a tender, either manufacturer can quote or its authorized Indian Agent can quote but both are not allowed to participate/quote in the same tender.
- b) One manufacturer can authorize only one agent. If an agent 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.
- c) If the manufacturer does not quote directly as a matter of its corporate policy, the authorized Indian agent of the manufacturer may be allowed to quote in the tender on their behalf based on the tender specific authorization issued by the manufacturer mentioning tender reference number and date and validity of such authorization as per the format given below,

(Manufacturers Authorisation Format)

Ref:

Date:

M/s. EASTERN COALFIELDS LIMITED

Office of the Chairman-Cum-Managing Director

Materials Management Department - Purchase wing

Sanctoria, P.O.- Disergarh, District-Burdwan, West Bengal- 713333

Dear Sir

Sub: Tender/Bid No. dated

- a) WHEREAS we, [name of manufacturer] who are established and reputable manufacturers of goods having factories at [address(es) of factory(ies)] and as a matter of our corporate policy do not supply directly.
- b) Do hereby authorize our [Name & Address of Indian Agent] to quote against the subject Tender on our behalf.
- c) We certify that the business entity of our Indian Agent is in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent.
- d) We are not quoting in the tender directly as a matter of our corporate policy and if, subsequently, at any stage, it is found that we have quoted directly to any organization, we shall be liable for penal action as per provision of CIL Purchase Manual 2020.
- e) Also, if at any stage, it is found that agency commission has been paid by us without declaring the agent, the commission will be recovered with interest. Action should also be taken against the principal as per provisions of CIL Purchase Manual 2020.
- f) We certify that no agent/ middleman/ liasoning agent or any entity in any name other than the disclosed authorized Indian agent is involved in the process of supply of goods & services and if, subsequently, at any stage, it is found that we have given a false declaration, we shall be liable for penal action as per provisions of CIL Purchase Manual 2020.
- g) We stand guarantee for the quoted item by the above authorised agent on our behalf and for fulfilment of all contractual obligations during the entire contract period.
- h) In the event of failure on the part of our authorized agent in fulfilment of contractual obligations or change or closure of our authorized agent for any unforeseen reason, we shall take the responsibility to make alternate arrangements to support ECL as well as execute the remaining period of the contract ourselves or through another competent entity fulfilling the eligibility criteria stipulated in the tender document.
- i) We confirm that we shall provide requisite inspection and testing facilities at our works in respect of orders placed on authorized agent.
- j) We confirm that the authorized agent's price does not exceed the price at which the manufacturer would have quoted.
- k) We confirm that letter submitted by the agents for inspection of goods would be accompanied by a certificate from us that the goods offered for inspection as indicated in the letter have been manufactured by us.
- l) We also confirm that we have never been banned or delisted by any Government or Quasi-Government Agency or any Public Sector Undertaking in India.

OR

We were banned by the organization named "-----" for a period of ----- year(s) effective from ----- to -----for ----- (the reasons to be mentioned) in India.

- m) We abide by the Code of Integrity for Public Procurement as defined in para 2.3.2, 2.3.3 & 2.3.4 of CIL Purchase manual 2020 and there had been no transgression of this Code during last three years

OR

There had been previous transgression of this Code of Integrity for Public Procurement as defined in para 2.3.2, 2.3.3 & 2.3.4 of CIL Purchase manual 2020 during last three years with (name of entity and country).

- n) We certify that there is no Conflict of Interest with any of the Bidders/Agents as defined in para 10.21 of CIL Purchase manual 2020.
- o) We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and I certify that M/s (name of the bidder)..... is not from such a country and is eligible to be considered.

OR

We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and I certify that M/s (name of the bidder)..... is from such a country and has been registered with Competent Authority. I hereby certify that(name of the bidder)..... fulfils all requirements in this regard and is eligible to be considered. The evidence of valid registration by competent authority is attached.

(Signature)

(Name)

(Designation)

(Seal)

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

12. Submission of bills:

i. For claiming payment, the following documents shall be submitted to the consignee:

- Supplier's invoice in quadruplicate (1 original+ 3 Copies duly signed and stamped) showing Contract Number, Goods description, quantity, unit price, total amount;
- Railway receipt/ Transporter's consignment note /acknowledgement of receipt of Goods from the consignee(s);
- Manufacturer's/Supplier's warranty / guarantee certificate;
- Manufacturer's Test & Inspection certificate;
- Lowest price Certificate

13. TReDS: Trade Receivables Discounting System (TReDS) is an initiative of Reserve bank of India (RBI) to facilitate MSME receivable payments from corporates. ECL has on boarded TReDS platform thro' Receivables Exchange of India Ltd (RXIL) (URL - <https://www.rxil.in/Home/Index>). MSE bidders are requested to get registered on TReDS platform for receiving payment thro' this system. MSE bidders willing to get payment thro' this system shall upload the Invoices on TReDS platform. The bidder may contact Mrs. Upasana Majumder, BD-ARM, RXIL, Mob: +91 8697212759 (upasana.majumder@rxil.in) for help in registration.

14. Provisions of CIL's Purchase Manual: The provisions of CIL's Purchase Manual and its subsequent amendments (Available on CIL's website, www.coalindia.in) shall also be applicable, if not specified otherwise in this Bid document

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.