

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687749458645

अनुबंध तिथि | Generated Date : 23-Nov-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/5281614](#)

| 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 : EASTERN COALFIELDS LIMITED कार्यालय क्षेत्र Office Zone : West Bengal | पद Designation : Assistant Manager संपर्क नंबर Contact No. : 341-2523606- ईमेल आईडी Email ID : sonal.hiwale@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 |

| 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 : D(T) OP वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : GM (MM)/HOD | Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : GM Finance Incharge 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 : 8184200001283624 कंपनी का नाम Company Name : ROY M ETAL ENGG. WORKS संपर्क नंबर Contact No. : 09832192255 ईमेल आईडी Email ID : rmew.mmr@gmail.com पता Address : Vill- Bortoria, Mithani, New Town, Bardhaman, WEST BENGAL-713371, - एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-WB-23-0001111 जीएसटीआईएन GSTIN : 19adcpr4195c1zf (R) |
| खरीदार द्वारा मूल्यांकित एमआईआई स्थिति MII Status as evaluated by buyer : Not 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 : Wheel & Axel for Standard and Non Standard Coal Tub ब्रांड Brand : ROY METAL ब्रांड प्रकार Brand Type : NA कैटलॉग की स्थिति Catalogue Status : NA कैसे बेचा जा रहा है Selling As : NA श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : NA (-) मॉडल Model : Wheel & Axel For Standard And Non Standard Coal Tu एचएसएन कोड HSN Code : HSN not specified by seller | 2,177 | pieces | 3,678 | जीएसटी GST (5%) : 381,286 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 GST1 (100%) : 381,286 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%) : 0 | 8,007,006 |
| कुल ऑर्डर मूल्य Total Order Value (in INR) | | | | | | 8,007,006 |

परोषिती विवरण | Consignee Detail

| क्र.सं. S.No | परोषिती 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 : alok.ranjan26@coalindia.in संपर्क Contact :- जीएसटीआईएन GSTIN :- पता Address : Office of GM Sripur Area, PO Sripur Bazar District Puchim Bardhaman, Bardhaman, WEST BENGAL-713373, India | Wheel & Axel for Standard and Non Standard Coal Tub | 1 | 436 | 23-Nov-2024 | 22-Jan-2025 |
| | | | 2 | 1,741 | 23-Jan-2025 | 22-May-2025 |

Product Specification for Wheel & Axel for Standard and Non Standard Coal Tub

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

विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:

| | |
|---|--|
| 1. SpecificationDocument1 | mkp.gem.gov.in/catalog_data/catalog_support_document/11/34/400/CatalogAttrs/SpecificationDocument/2024/8/31/2024_08_31_11_50_21_152dd89a-3938-45bf-a171-02cec4c_2024-08-31-11-50-22_37ea9c065b9b858e04c625842eb5214e.pdf |
|---|--|

खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

| | |
|--|--|
| 1. SpecificationDocument | mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/742498/54/78/703/CatalogAttrs/SpecificationDocument/2024/8/12/img20240812_15572099_2024-08-12-16-04-47_b7e54534d2102ca525760bfefa00db36.pdf |
|--|--|

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 | |

आरसीएम/एफसीएम के संबंध में सामान्य खंड | General Clauses w.r.t RCM/FCM

- 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.
- 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.
- 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.
- 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.
- 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 Scope of Supply:

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

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

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.

2.5 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

2.6 Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

2.7 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:
GM (E&M)/HOD OR HIS AUTHORISED REPRESENTATIVE

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 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.

2.10 Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. **Experience / Provenness Criteria: Experience/Provenness Criteria shall be as detailed out in the Annexure - A Buyer Uploaded ATC Docs.**
2. **SECURITY DEPOSIT: Security Deposit shall be for an amount of Five percent (5%) of the total landed value of the contract including all taxes, duties and other costs and charges.**

The Security Deposit shall be deposited through RTGS / NEFT / IMPS /e-BG (GeM Format) /other digital modes or in the form of a Bank Guarantee as per format enclosed as Buyer Uploaded ATC Docs. 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.

The Security Deposit shall be in the same currency(ies) in which contract is to be signed.

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, 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 5% of the contract value.

3. **SUBMISSION OF SDBG/PBG:**

(a) Beneficiary bank details: The bank details of ECL is given below,

| | | |
|---|----------------------|----------------------------|
| 1 | Name of Bank | STATE BANK OF INDIA |
| 2 | Branch name & Code | ASANSOL , Code-11 |
| 3 | IFS code of the bank | SBIN0000011 |
| 4 | Branch address | BIJOY PAL SARANI, ASANSOL, |

(b) SFMS: "The Bank guarantee issued by the Issuing Bank on behalf contractor/supplier in favour of "Eastern Coalfields Ltd" shall be in paper form as well as issued under "Structured Financial Messaging System". The message will be sent to the beneficiary Bank through SFMS in IFN760 COV or IFN767 COV message type. The details of beneficiary for issuance of BG under SFMS platform is furnished below:-

| SMS FIELD NO. | DETAILS | |
|---------------|-------------------------|--|
| 7035 | IFSC Code | ICIC0000291 |
| 7036 | Beneficiary Bank | ICICI Bank Ltd |
| | Branch | Murgasol, Asansol |
| | Address | Ground floor, Plot No.793, Murgasol, G.T.R Road, Asansol- 713303 |
| | Bank Account No. | 029105005131 |
| 7037 | Cust. ID of Beneficiary | ECL554567270 |
| 7038 | Area/Dept. | |
| 7039 | NIT/Work order/LOI No. | |

ICICI Bank has informed that the following characters are allowed in field 7038 & 7039 for BG advising.

a b c d e f g h i j k l m n o p q r s t u v w x y z
A B C D E F G H I K L M N O P Q R S T U V W X Y Z
0 1 2 3 4 5 6 7 8 9
/ - ? : () . , ' + { }

All SMS fields have to be mandatorily filled up and no field is to be left blank.

The above particulars are to be incorporated by the issuing bank properly for issuing BG under SFMS mode to avoid any problem in future".

Original Bank guarantee issued by the issuing bank shall be sent by the Issuing bank to concerned Department/Area by Registered Post(AD).

4. Guarantee/warranty: Guarantee/warranty condition shall be as detailed out in the Annexure - A Buyer Uploaded ATC Docs.
5. Risk Purchase
 - a) In the event of failure of the supplier to deliver or dispatch the stores within the stipulated date/period of the supply order or in the event of breach of any of the terms and conditions mentioned in the supply order/ contract, ECL shall have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. The cost as per risk purchase exercise may be recovered from the Earnest Money Deposit/ Security Deposit/ Performance Security of the supplier and/or bills submitted by the supplier against the same contract or any other contract pending in the ECL and/or in any other Subsidiary Companies / CIL.
 - b) Risk purchase action may be initiated as a last resort, under any of the following conditions:
 - (i) When the supplier fails to deliver the materials even after extending the delivery period.
 - (ii) When the supplier fails to respond to purchaser's request for supply of the materials and fails to provide any genuine and bonafide reason for the delay in supply.
 - (iii) When the supplier breaches any of the terms and conditions of the supply order/ contract and as a result fails to execute the order satisfactorily.
6. Price Fall Clause: The Bidder undertakes that it has 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 or Coal 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 / systems or sub systems was supplied by the bidder to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd

d. 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 bidder to buyer, if the contract has already been concluded.

- i. The currency of contract will mean the period till completion of supply.
 - ii. The bidder will be asked to submit a copy of the last (latest) purchase order (bidder may opt to mask the price portion and shall submit an undertaking that prices copy will be submitted on being L1 after opening of Price Bid/Reverse Auction) 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
 - iii. 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.
 - iv. 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.
7. **LETTER OF BID (LOB):** The bidder shall furnish the Letter of Bid in the format enclosed in Annexure - C Buyer Uploaded ATC Docs in their company letterhead. The LOB should be signed by an authorized person of the company.
8. **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' (1) Receivables Exchange of India Ltd (RXIL) (URL - <https://www.rxil.in/Home/Index>) (2) A-TReDs (URL - www.invoicemart.com) (3) Mynd Solutions (URL - www.m1xchange.com). MSE bidders willing to get payment thro' this system may get registered on the above TReDS platform and confirm in offer and the same would be mentioned in the purchase order. The bidder may contact (1) Mrs. Upasana Majumder, BD-ARM, RXIL, Mob: [+91 8697212759](tel:+918697212759) (upasana.majumder@rxil.in) (2) Mrs Monalisa Das Nath, Dy VP, Mynd Solutions, Mob: [+91 8100551223](tel:+918100551223) (monalisa.das@m1exchange.com) (3) Mr. Subhas Chakraborty, RM, A-TReDS, Mob: [+91 9681193155](tel:+919681193155) (Subhas.Chakraborty@invoicemart.com)

2.11 Buyer Added Bid Specific ATC:

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

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

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