	अनु	बंध Cor	ntract				
Geen Azadi ka				अनुबंध क्रमांक Contract No: GEMC-511687749458645 अनुबंध तिथि Generated Date : 23-Nov-2024			
Efficient • Transparent • Inclusive				•	ीपी संख्या Bid/RA/PBP No.: <u>_GEM/2024</u>	<u>4/B/5281614</u>	
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			ईमेल आईडी	Contact No. : i Email ID : ईएन GSTIN :	Assistant Manager 341-2523606- sonal.hiwale@nic.in - Office of CMD, Materials Management Dep Purchase Wing, Sanctoria, PO Dishergarh, Wast Bongal, 713232		
					West Bengal - 713333, BURDWAN, WEST BENGAL-713333, India		
वित्तीय स्वीकृति विवेरण Financial Approval Detail			भुगतान प्र	गधिकरण विवेरप	ק Paying Authority Details		
आईएफडी सहमति IFD Concurrence :	No		Role:		PAO		
प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval:	D(T) OP		भुगतान का Payment	-	Offline		
वित्तीय अनुमोदन का पदनाम। Designation of Financial Approval :	GM (MM)/H	OD	पद Desig ईमेल आईडी		GM Finance Incharge hodfin.ecl@nic.in -		
			पता Addr	ess:	Office of CMD, Materials Management Dep Purchase Wing, Sanctoria, PO Dishergarh, West Bengal - 713333, BURDWAN, WEST BENGAL-713333, India		
			भुगतान सम Timelines		Payments shall be made to the seller withi of consignee receipt-cum-acceptance cert on-line submission of bills (This is in super time as provided in clause 12 of GeM GTC)	ificate (CRAC) and session of 10-day	
पता Address : Barı एमएसएमई पंजीकरण संख्या MSME Registration number : UD\ जीएसटीआईएन GSTIN: 19a खरीदार द्वारा मूल्यांकित एमआईआई स्थिति MII Status as evaluated by buyer : Not खरीदार द्वारा सत्यापित एमएसएमई स्थिति MSME Status as verified by buyer :	Bortoria,Mithan dhaman, WEST B (AM-WB-23-0001 dcpr4195c1zf (R) Verified Verified heral e	ENGAL-713 111					
*जिसके नाम के पक्ष में GST/TAX इनवॉडस पेश वि	त्रेया जाएगा। G	ST / Tax	invoice to	be raised i	n the name of - Consignee		
	त्रेया जाएगा G	ST / Tax	invoice to l	be raised i	n the name of - Consignee		
*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश वि वितरण निर्देश Delivery Instructions : NA उत्पाद विवरण Product Details	क्या जाएगा G	ST / Tax	invoice to l	be raised i	n the name of - Consignee		
वितरण निर्देश Delivery Instructions : NA	त्रेया जाएगा G आइटम विवरण Ordered Quantity	ST / Tax इकाई Unit	invoice to इकाई मूल्य (INR) Unit Price (INR)	be raised in	n the name of - Consignee कर विभाजन (INR) Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहिते) Price (Inclusive of all Duties an Taxes in INR	
वितरण निर्देश Delivery Instructions : NA उत्पाद विवरण Product Details	आइटम विवरण Ordered Quantity 2,177	इकाई	इकाई मूल्य (INR) Unit Price	जीएसटी GST (जीएसटी उपकर जीएसटी उपकर 0 जीएसटी पर इनए (ITC) on GST जीएसटी उपकर	- कर विभाजन (INR)	(INR में सभी शुल्क और कर सहिते) Price (Inclusive of	

पद Designation :- ईमेल आईडी Email ID : alok.ranjan26@coalindia.in सॉफ्टी (Contact : - णीएसटीआईएम (GSTIN : - पीएसटीआईएम (GSTIN : - णीएस Standard and Non Bardhaman, Bardhaman, Bardhaman, WEST BENGAL-713373, India 1 436 23-Nov-2024 22-Jar Wheel & Axel for Standard and Non Standard Coal Tub 2 1,741 23-Jan-2025 22-Ma Product Specification for Wheel & Axel for Standard and Non Standard Coal Tub 2 1,741 23-Jan-2025 22-Ma Infact I Specification for Wheel & Axel for Standard and Non Standard Coal Tub Infact I Specification Ort-Infact I Specification 2 1,741 23-Jan-2025 22-Ma Infact I Specification for Wheel & Axel for Standard and Non Standard Coal Tub Infact I Specification 3rt-Infact I Specification rgcr I Value Ves Custom Specification Infact I Specification Document:	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 क तक करना है Delivery T Be Complete By
1 setted Contract:		पद Designation : -			1	436	23-Nov-2024	22-Jan-2025
REFERENCY Specification Specification Specification Instant Specification Custom Specification Yes Instant Reference Image percention specification Yes Instant Reference Image percention specification Yes Instant Reference Image percention specification Yes Image percention specification	1	संपर्क Contact : - जीएसटीआईएन GSTIN : - पता Address : Office of GM Sripur Area, PO Sripur Bazar Distric Bardhaman,	ict Puchim	Standard and Non	2	1,741	23-Jan-2025	22-May-202
Custom Specification Custom Specification Yes FRACH FRACES section Section Specification Document: Impo gen gov/increating that/stating support, document/11/34/400/CatalogAttri/SpecificationDocument/22/48/31/2024, 08,31,11,50,21,153/d878+3938-45bb-371-02ccc4, 2024-08-31-11-90- 22,3788/065b9b 1: SpecificationDocument1 Impo gen gov/increating_united and support, document/11/34/400/CatalogAttri/SpecificationDocument/22/48/31/2024, 08,31,11,50,21,153/d878+3938-45bb-471-02ccc4, 2024-08-31-11-90- 22,3788/065b9b 1: SpecificationDocument Impo gen gov/increating_united/attri/station_poort_document/SpecificationDocument/22/48/12/mg20240812,15572009,2024-08-12-16-04- 47,178-55432431/20242576 1: SpecificationDocument State Bank of India 4: SpecificationDocument view of the Specification Document view of the Specification view of the Specificatis view wiew view of SST and SST ess of the specificatis view wiew	Product	Specification for Wheel & Axel for Standard and	Non Stand	lard Coal Tub				
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प्रोपी की प्रतिक्ष (%) ePBG Percentage(%): 5.00 कि लि जाने वाले को केले कि निष्ठमों और खती के उनुवार सागू ईपीकीजी प्रसुत करना होगा The bidder shall furnish ePBG as applicable as per bid's terms and conditions आरस्तीएम/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 liabil 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. TC available to buyer as shown in the bid document have been applied evaluating the bids. Seller has liability of paying the GST and GST cess is the govt and same will be charged from buyer while invoice. 3. For Registered sellers as per ICM, rates will be undusive of prescribed rate gover coment on the specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. 4. For Unregistered sellers who opted of RCM while race GST and GST cess is in Buyers cope. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST cess is in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buy Fifth और सती Terms and Conditions 1. Sortract 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								
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Scope of supply (Bid price to include all cost components) : Only supply of Goods 2.2 <i>Generic</i> .	सलाहकार बैंक पीबीजी प्रतिशत बोली लगाने वाले आरसीएम/प 1. Where ev paying the 2. For Regis indicated by 4. For Unre buyer . Unr 5. For seller नियम और म 1. General 1.1 This cor 1.2 This Con Conditio	Advisory Bank : व (%) ePBG Percentage(%): को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा The b एफसीएम के संबंध में सामान्य खंड General Clauses w.r.t ver RCM is applicable, for sellers (Regular GST registered seller GST and GST cess to the government on the specified rate mer stered sellers as per FCM, rates will be inclusive of prescribed ra the bids. Seller has liability of paying the GST and GST cess to th stered sellers who opted for RCM while quoting for specified ca y the buyer in the bid document payment of GST and GST cess is in B registered sellers Liability of payment of GST and GST cess is in B registered seller will invoice buyer with zero GST and Zero GST or rs under Composition Scheme: There is no liability of payment of rtrms and Conditions- Terms and Conditions- ntract is governed by the General Terms and Conditions, condi ntract between the Seller and the Buyer, is for the supply of the ons (GTC) unless otherwise superseded by Goods / Services specifies	RCM/FCM who opted ou ntioned by the ate of GST and the govt and s. ategory under s will be the lia Buyers scope. cess. of GST and GS itions stipulate e Goods and/	ut of FCM as per notifica em in this contract. Selle d GST cess. ITC available same will be charged froi r section 9(3) like GTA rat ability of buyer. GST and GST cess as ind ST cess in Buyers cope. S ceed to this Product/Service or Services, detailed in t	tions of GST li r will invoice to to buyer as s m buyer while ess will be excl icated by the ieller will invo	erms and conditio ke GTA , unregiste uyer with Zero GS nown in the bid do invoice. usive of GST and G ouyer in the bid do ce Zero GST and G ce Zero GST and G	red seller), Buyer ha T and GST cess. cument have been GST cess. GST and G bocument will be the ST cess in the invoi ST cess in the invoi	applied while IST cess as liability of ce to buyer.
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applicable rates (whichever is lower), subject to the maximum of quoted GST %.	सलाहकार बैंक देपीबीजी प्रतिशत बोली लगाने वाले आरसीएम/प 1. Where expaying the 2. For Regis evaluating 1 3. For Regis indicated by 4. For Unre buyer . Unr 5. For seller नियम और 3 1. General 1.1 This cor 1.2 This Cor Conditic (ATC), a: 2. Buyer A 2.1 Scope o	Advisory Bank : व (%) ePBG Percentage(%): t को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा The b एफसीएम के संबंध में सामान्य खंड General Clauses w.r.t ver RCM is applicable, for sellers (Regular GST registered seller GST and GST cess to the government on the specified rate mer stered sellers as per FCM, rates will be inclusive of prescribed ra the bids. Seller has liability of paying the GST and GST cess to th stered sellers who opted for RCM while quoting for specified ca y the buyer in the bid document payment of GST and GST cess is in B registered sellers Liability of payment of GST and GST cess is in B registered seller will invoice buyer with zero GST and Zero GST ar rs under Composition Scheme: There is no liability of payment of rs under Composition Scheme: There is no liability of payment of rtact is governed by the General Terms and Conditions, condit ntract between the Seller and the Buyer, is for the supply of the ons (GTC) unless otherwise superseded by Goods / Services species s applicable dded Bid Specific Terms and Conditions- of Supply:	RCM/FCM who opted ou ntioned by the ate of GST and the govt and s. ategory under s will be the lia Buyers scope. cess. of GST and GS itions stipulate e Goods and/ ecific Special T	ut of FCM as per notifica em in this contract. Selle d GST cess. ITC available same will be charged froi r section 9(3) like GTA rat ability of buyer. GST and GST cess as ind ST cess in Buyers cope. S ceed to this Product/Service or Services, detailed in t	tions of GST li r will invoice to to buyer as s m buyer while ess will be excl icated by the ieller will invo	erms and conditio ke GTA , unregiste uyer with Zero GS nown in the bid do invoice. usive of GST and G ouyer in the bid do ce Zero GST and G ce Zero GST and G	red seller), Buyer ha T and GST cess. cument have been GST cess. GST and G bocument will be the ST cess in the invoi ST cess in the invoi	applied while IST cess as liability of ce to buyer.

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

Experience / Provenness Criteria: Experience/Provenness Criteria shall be as detailed out in the Annexure - A Buyer U ploaded ATC Docs.

2. SECURITY DEPOSIT: Security Deposit shall be for an amount of Five percent (5%) of the total landed value of the cont ract 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 f orm 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 sub mission but has supplied the materials either in full or in part after the extended period for SD submission, a penalty e quivalent to 0.5% (half percent) of SD amount for delay of each week or part thereof (period of delay is to be calculate d from the 31st day from the date of Notification of Award /placement of Order to the date of receipt of full SD/deducti on 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 Coalfield s Ltd" shall be in paper form as well as issued under "Structured Financial Messaging System". The message will be se nt to the beneficiary Bank through SFMS in IFN760 COV or IFN767 COV message type. The details of beneficiary for issu e 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 oad, 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 an y 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 h ave the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of t he defaulting supplier. The cost as per risk purchase exercise may be recovered from the Earnest Money Deposit/ Secu rity 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 or ganization during the currency of the contract and if it is found at any stage that same or similar product / systems was supplied by the bidder to any Organization / Ministry / Department of the bidder to any Organization / Ministry / Department of the contract and if it is found at any stage that same or similar product / systems or s ub 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 con tract, then that very price will be applicable to the present case and the difference in the cost would be refunded by th e 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 i tem(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. a nd/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 Uploade d 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 MS ME receivable payments from corporates. ECL has on boarded TReDS platform thro' (1) Receivables Exchange of India L td (RXIL) (URL - <u>https://www.rxil.in/Home/Index</u>) (2) A-TReDs (URL - <u>www.invoicemart.com</u>) (3) Mynd Solutions (URL - <u>www.mlxchange.com</u>). MSE bidders willing to get payment thro' this system may get registered on the above TReDS pla tform and confirm in offer and the same would be mentioned in the purchase order. The bidder may contact (1) Mrs. Up asana Majumder, BD-ARM, RXIL, Mob: <u>+91 8697212759 (upasana.majumder@rxil.in)</u> (2) Mrs Monalisa Das Nath, Dy VP, Mynd Solutions, Mob: <u>+91 8100551223</u> (monalisa.das@mlexchange.com) (3) Mr. Subhas Chakraborty, RM, A-TReDS, M ob: <u>+91 9681193155 (Subhas.Chakraborty@invoicemart.com</u>)

2.11 *Buyer Added Bid Specific ATC*: Buyer uploaded ATC document <u>Click here to view the file</u>.

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिट 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.