

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687744424264

अनुबंध तिथि | Generated Date : 26-Nov-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/5116107](#)

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 : AM MM संपर्क नंबर Contact No. : 0341-2520459- ईमेल आईडी Email ID : abdul.wakar@nic.in जीएसटीआईएन GSTIN : 19AAACE7590E1Z1 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: GM(MM)-Pur/HOD ECL वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : GM(MM)-Pur/HOD ECL				Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : GM Finance Incharge ईमेल आईडी Email ID : hodfin.ecl@nic.in जीएसटीआईएन GSTIN : - Office of CMD, Materials Management Department, Purchase Wing, Sanctoria, PO Dishergarh, District - Burdwan, West Bengal - 713333, BURDWAN, WEST BENGAL-713333, India 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 : D608180000104512 कंपनी का नाम Company Name : JK TYRE & INDUSTRIES LIMITED संपर्क नंबर Contact No. : 09717890391 ईमेल आईडी Email ID : girish@jkmall.com पता Address : Jaykaygram,PO Tyre Factory,Kankroli,Distt Rajsamand, Kankroli, Distt. Rajsamand, Rajasthan-313342, - एमएसएमई पंजीकरण संख्या MSME Registration number : - जीएसटीआईएन GSTIN: 37AAACJ6716F1ZN (B) , 10AAACJ6716F1Z3 (B) , 22AAACJ6716F1ZY (B) , 07AAACJ6716F1ZQ (B) , 30AAACJ6716F1Z1 (B) , 24AAACJ6716F1ZU (B) , 02AAACJ6716F2ZZ (B) , 06AAACJ6716F1ZS (B) , 20AAACJ6716F1Z2 (B) , 04AAACJ6716F2ZV (B) , 29AAACJ6716F1ZK (B) , 23AAACJ6716F2ZV (B) , 32AAACJ6716F1ZX (B) , 27AAACJ6716F1ZO (B) , 36AAACJ6716F1ZP (B) , 03AAACJ6716F1ZY (B) , 19AAACJ6716F1ZL (B) , 05AAACJ6716F1ZU (B) , 16AAACJ6716F1ZR (B) , 34AAACJ6716F1ZT (B) , 21AAACJ6716F1ZO (B) , 08AAACJ6716F1ZO (M) , 29AAACJ6716F1ZK (M) , 03AAACJ6716F1ZY (B) , 19AAACJ6716F1ZL (B) , 06AAACJ6716F1ZS (G) , 09AAACJ6716F1ZM (B) , 32AAACJ6716F1ZX (B) , 23AAACJ6716F2ZV (B) , 18AAACJ6716F1ZN (G) , 24AAACJ6716F1ZU (B) , 01AAACJ6716F2Z1 (B) , 33AAACJ6716F1ZV (M) , 27AAACJ6716F1ZO (B) , 20AAACJ6716F1Z2 (B) , 24AAACJ6716F1ZU (B) , 33AAACJ6716F1ZV (B) , (B) , (B) , (B) , (B) , 27AAACJ6716F1ZO (B) , (B) , 33AAACJ6716F1ZV (B) , 08AAACJ6716F1ZO (B) , (B) , (B) , (B) , (B) , 21AAACJ6716F1ZO (G) , 19AAACJ6716F1ZL (G) , 09AAACJ6716F1ZM (B) , 23AAACJ6716F2ZV (B) , 24AAACJ6716F1ZU (B) , 21AAACJ6716F1ZO (B) , 09AAACJ6716F1ZM (B) , 06AAACJ6716F1ZS (B) , 24AAACJ6716F1ZU (B) , 06AAACJ6716F1ZS (B) , 37AAACJ6716F1ZN (B) , 27AAACJ6716F1ZO (G) , 16AAACJ6716F1ZR (G) , 27AAACJ6716F1ZO (B) , (B) , 18AAACJ6716F1ZN (B) , 09AAACJ6716F1ZM (G) , (G) , 29AAACJ6716F1ZK (M) , 03AAACJ6716F1ZY (G) , 23AAACJ6716F2ZV (B) , 01AAACJ6716F2Z1 (B) , 09AAACJ6716F1ZM (B) , 07AAACJ6716F1ZQ (B) , 19AAACJ6716F1ZL (G) , 05AAACJ6716F1ZU (M) , 08AAACJ6716F1ZO (R) , (B) , 27AAACJ6716F1ZO (B) , 33AAACJ6716F1ZV (B) , 32AAACJ6716F1ZX (B) , 08AAACJ6716F1ZO (B) , 36AAACJ6716F1ZP (B) , 29AAACJ6716F1ZK (B) , (B) , 36AAACJ6716F1ZP (B) , 03AAACJ6716F1ZY (B) , 27AAACJ6716F1ZO (G) , 19AAACJ6716F1ZL (B) , 09AAACJ6716F1ZM (B) , (B) , 08AAACJ6716F1ZO (B) , 09AAACJ6716F1ZM (B) , 33AAACJ6716F1ZV (B) , 27AAACJ6716F1ZO (B) , 20AAACJ6716F1Z2 (B) , 24AAACJ6716F1ZU (B) , 06AAACJ6716F1ZS (G) , 27AAACJ6716F1ZO (B) , 09AAACJ6716F1ZM (B) , 32AAACJ6716F1ZX (B) , 27AAACJ6716F1ZO (G) , 30AAACJ6716F1Z1 (B) , 27AAACJ6716F1ZO (G) , 24AAACJ6716F1ZU (B) , (B) , 21AAACJ6716F1ZO (G) , 24AAACJ6716F1ZU (B) , 03AAACJ6716F1ZY (B) , 05AAACJ6716F1ZU (B) , 23AAACJ6716F2ZV (M) , 08AAACJ6716F1ZO (G) , 22AAACJ6716F1ZY (G) , 09AAACJ6716F1ZM (B) , 24AAACJ6716F1ZU (G) , 09AAACJ6716F1ZM (B) , 02AAACJ6716F2ZZ (B) , 23AAACJ6716F2ZV (G) , 06AAACJ6716F1ZS (B) , 17AAACJ6716F1ZP (B) , 06AAACJ6716F1ZS (B) , 24AAACJ6716F1ZU (B) , 18AAACJ6716F1ZN (B) , 33AAACJ6716F1ZY (B) , 03AAACJ6716F1ZY (B)							
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							
*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							
							मूल्य

#	आइटम विवरण Item Description	आइटम विवरण Ordered Quantity	इकाई Unit	इकाई मूल्य (INR) Unit Price (INR)	कर विभाजन (INR) Tax Bifurcation (INR)	(INR में सभी शुल्क और कर सहित) Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम Product Name : 9.00-20_JET ROCK LHD_ 16PR_ G_ TT ब्रांड Brand : JK TYRE 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: LHD Tyre, Tubes and Flaps (Q3) एचएसएन कोड HSN Code: 40118000	75	set	18,978.56	जीएसटी GST (28%) : 311,367 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 GSTI (100%) : 311,367 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (100%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (100%) : 0	1,423,392
कुल ऑर्डर मूल्य Total Order Value (in INR)						1,423,392
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 : con1.ecl.burdwan@gembuyer.in संपर्क Contact : 341-2523606- जीएसटीआईएन GSTIN : - पता Address : Sodepur Central Stores, Post - Sundarchak, Dist - West Burdwan, West Bengal, Pin - 713360, Bardhaman, WEST BENGAL-713360, India	9.00-20_JET ROCK LHD_ 16PR_ G_ TT	-	75	26-Nov-2024	26-Mar-2025
Product Specification for 9.00-20_JET ROCK LHD_ 16PR_ G_ TT						
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/74/37/820/CatalogAttrs/SpecificationDocument/2023/8/10/2023_08_10_15_39_18_fb_9-00-20_jet_rock_lhd_2023-08-10-15-39-23_584dcffad290d4b3636a a0a3735baf31.pdf			
खरीदार विशिष्टता दस्तावेज़ Buyer Specification Document:						
1. SpecificationDocument			mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/1241784/54/78/703/CatalogAttrs/SpecificationDocument/2023/12/14/9x20_lug_tyre_2023-12-14-15-43-20_ccd6888ef336c0a412306b992 6f3228a.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						
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 Scope of Supply:

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

2.2 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:

Authorized representative of GM(E&M)/HOD, ECL HQ

2.3 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.

2.4 Generic

Experience Criteria: The Bidder or its OEM (themselves or through reseller(s)) should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for 1 year before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

2.5 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.

2.6 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

A. A. 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:

- Export/Deemed Export by the supplier;
- Sale of goods or services as original equipment prices lower than the price charged for normal replacement;
- Sale of goods such as drugs, which have expiry date;
- 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:

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

B. 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 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 _____

C. 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 order 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 ----- years (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 C

- 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].

D. 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

E. 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@m1xchange.com) (3) Mr. Subhas Chakraborty, RM, A-TReDS, Mob : [+91 9681193155](tel:+919681193155) (Subhas.Chakraborty@invoicemart.com)

- F. e-PBG@5% mentioned on page no. 02 of bid document is to be treat as Security Deposit which shall be submitted by the supplier in addition to the 10% performance Bank Guarantee (PBG) as provided in the format below.

G. Performance Bank Guarantee: The Performance Bank Guarantee (PBG) shall be submitted to the office of General Manager (MM)/HOD, ECL. The terms and conditions of the PBG is as under,

- The successful bidder shall be required to furnish a Performance Guarantee equivalent to 10% value of the total landed value of the contract including all taxes, duties and other costs and charges, without considering Input Tax Credit.
- The Performance Guarantee shall be in the form of a Bank Guarantee issued by a RBI scheduled bank in India in the prescribed format on a non-judicial stamp paper.
- The Performance Bank Guarantee (PBG) shall be in the same currency (ies) in which contract has been signed.
- The PBG (s) shall remain valid till 3 months after the completion of warranty period.
- The PBG shall be submitted sufficiently in advance (say 3-4 weeks) to enable its verification from the issuing bank, before submission of the invoice for 80% of the particular goods/equipment(s).
- The release of the Performance Bank guarantee after above indicated period, shall be subject to satisfactory performance of the equipment/ items during the warranty period and fulfilment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. The Performance Bank Guarantee shall be released after expiry of validity period if no claim is pending, with the approval of GM(MM)/HOD.
- The PBG will be submitted through Structured Financial Management System (SFMS).
- In cases where the supplier does not submit the PBG in time or as per the prescribed format in line with the contract stipulations, the PBG amount may be deducted from the first bill or in case of insufficient amount, from subsequent bill(s) of the supplier till the full PBG amount is deducted. This amount shall be refunded to the supplier upon acceptance of PBG submitted by them.

ix. Submission of PBG:

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

1	Name of Bank	STATE BANK OF INDIA
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2	Branch name & Code	ASANSOL, Code-11
3	IFS code of the bank	SBIN0000011
4	Branch address	BIJOY PAL SARANI, ASANSOL, DISTRICT-BURDWAN, WB, PIN-713304

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 issue 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.Road, Asansol- 713303
	Bank Account No.	029105005131
7037	Cust. ID of Beneficiary	ECL554567270
7038	Area/Dept.	ECL HQ
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).

x. FORMAT FOR PERFORMANCE BANK GUARANTEE

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

Re: Bank Guarantee in respect of Agreement / Contract / Purchase Order vide no. dated between M/s. Eastern Coalfields Limited and (Name of Supplier Company)

Messersa Company / Firm having its office at No. (hereinafter called 'the Contractor') has entered into the Agreement / Contract / Purchase Order vide no dated (hereinafter called 'the said Agreement') with M/s. Eastern Coalfields Limited (hereinafter called 'the Company') to supply stores/ materials amounting to Rs.on the terms and conditions contained in the said Agreement.

The..... (Name of the Bank) (hereinafter called 'the Bank') having its office at..... has at the request of the Contractor agreed to give the guarantee as hereinafter contained.

We.....(Name of the Bank) do hereby unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and conditions of the said Agreement or shall commit any breach of its obligations thereunder, the Bank shall on demand and without any objection or demur pay to the Company, the said sum of Rs..... or any portion thereof without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same or calling on the Company to compel such payment by the Contractor.

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

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

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

The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the Company the said sum of Rs... or such lesser sum as may then be due to the Company and as the Company may require.

Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs.....only. The guarantee shall remain in force till the.....day of20... and unless the guarantee is renewed or a claim is preferred against the Bank within the validity period and/or the claim period from the said date, all rights of the Company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

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

Dated this.....day of20.....

Place.....

Signature of the authorized person(s)

For and on behalf of the Bank.

H. Penalty for defaulting L-1 bidder: In case of tenders invited in single bid system following penalties shall be imposed on the defaulting L-1 bidders

☐ If L-1 bidder is a defaulter for part of/ all items for which he is L-1, 100% of EMD amount or Rs. 20.00 lakh, whichever is lower, +GST (at applicable rate), is to be forfeited and the bidder is to be disqualified in any tender for a period of 1 year for those specific item(s) for which he has defaulted.

☐ In case the defaulter is an EMD exempted bidder or if there remains some unrecovered amount from the bidder who has submitted EMD, on account of forfeiture of EMD, he will be asked to deposit the equivalent amount, within 7 days of notice, failing which, his disqualification will be extended for another 1 year.

Note:

- i. The zone of applicability of penal provisions shall be TIA specific.
- ii. The penal provisions will be squarely applicable to all those firms whose documents are examined on account of treating them as L-1 successively. For OEMs, the debarring actions may not be made for their spares in order to maintain smooth supply of such spares.
- iii. The submission of forged document, if any, by the bidder (s), shall be dealt with as per the provisions under clause-6.13

I. 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 जनरेट 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.