

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687730796793

अनुबंध तिथि | Generated Date : 26-Nov-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/5154194](#)

संगठन विवरण Organisation Details				खरीदार विवरण Buyer Details				
प्ररूप Type :		Central PSU		पद Designation :		Assistant Manager		
मंत्रालय Ministry :		Ministry of Coal		संपर्क नंबर Contact No. :		341-2523606-		
विभाग Department :		COAL INDIA LIMITED		ईमेल आईडी Email ID :		sonal.hiwale@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		D(T) OP		भुगतान का तरीका		Offline		
Designation of Administrative Approval:				Payment Mode:				
वित्तीय अनुमोदन का पदनाम		ECFD		पद Designation :		GM Finance Incharge		
Designation of Financial Approval :				ईमेल आईडी Email ID :		hodfin.ecf@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		
विक्रेता विवरण Seller Details								
जेम विक्रेता आईडी GeM Seller ID :		E178190000921370						
कंपनी का नाम Company Name :		VISHWA MICRO PROCESSORS PVT. LTD.						
संपर्क नंबर Contact No. :		08700189333						
ईमेल आईडी Email ID :		marketing@vishwagroup.net						
पता Address :		Plot No. 88B,Electronics City,Hosur Road,Bengaluru, Bangalore, KARNATAKA-560100, -						
एमएसएमई पंजीकरण संख्या MSME Registration number :		UDYAM-WB-10-0001599						
जीएसटीआईएन GSTIN:		19AABCV02971ZZ (B) , 29AABCV02971ZY (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 :		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 : VMPL DGMS APPROVED ENVIRONMENTAL TELEMONITORING SYSTEM ब्रांड Brand : VMPL 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: VMPL-ETMS एचएसएन कोड HSN Code: 90318000			3	set	31,308,165	जीएसटी GST (18%) : 14,327,465.339 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%) : 14,327,465.339 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%) : 0	93,924,495
2	उत्पाद का नाम Product Name : ICT charges for Environment Telemonitoring Systems (ETMS) ब्रांड Brand : NA ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM			3	pieces	6,261,633	जीएसटी GST (18%) : 2,865,493.068 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	18,784,899

कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : Addon Services for bid (Q3) मॉडल Model: ICT एचएसएन कोड HSN Code: HSN not specified by seller				Credit (ITC) on GSTI (100%) : 2,865,493.068 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%) : 0		
कुल ऑर्डर मूल्य Total Order Value (in INR)					112,709,394	
प्रेषिती विवरण Consignee Detail						
क्र.सं. S.No	प्रेषिती 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 : rajiba.manda@nic.in संपर्क Contact : 0341-2665366- जीएसटीआईएन GSTIN : - पता Address : Office of GM, Bankolka Area PO Ukhra Paschim Burdwan WB, Bardhaman, WEST BENGAL-713363, India	VMPL DGMS APPROVED ENVIRONMENTAL TELEMONITORING SYSTEM	-	1	26-Nov-2024	24-Feb-2025
2	पद Designation : - ईमेल आईडी Email ID : rohan.shaw@coalindia.in संपर्क Contact : 0341-2343508- जीएसटीआईएन GSTIN : 19AAACE7590E1ZI पता Address : Office of GM Satgram Area Deochandnagar Paschim Burdwan WB, Bardhaman, WEST BENGAL-713332, India	VMPL DGMS APPROVED ENVIRONMENTAL TELEMONITORING SYSTEM	-	1	26-Nov-2024	24-Feb-2025
3	पद Designation : - ईमेल आईडी Email ID : abhishek.kr2921@coalindia.in संपर्क Contact : 0341-2510637- जीएसटीआईएन GSTIN : - पता Address : Office of GM, sodepur Area, PO Sunderchak Paschim Burdwan WB, Bardhaman, WEST BENGAL-713360, India	VMPL DGMS APPROVED ENVIRONMENTAL TELEMONITORING SYSTEM	-	1	26-Nov-2024	24-Feb-2025
Product Specification for VMPL DGMS APPROVED ENVIRONMENTAL TELEMONITORING SYSTEM						
विनिर्देश Specification		उप-विनिर्देश Sub-Spec		मूल्य Value		
Custom Specification		Custom Specification		Yes		
उपरोक्त मद के लिए स्थापना कमीशनिंग और परीक्षण (आईसीटी) विवरण Installation Commissioning and Testing (ICT) details for the above item::						
% of Product Cost Payable on Product Delivery		80 %				
Min Cost Allocation for ICT as a % of product cost		20 %				
Number of days allowed for ICT after site readiness communication to seller		30 Days				
विक्रेता विशिष्टता दस्तावेज़ Seller Specification Document:						
1. SpecificationDocument1		mkp.gem.gov.in/catalog_data/catalog_support_document/18/17/561/CatalogAttrs/SpecificationDocument/2024/8/3/2024_08_03_11_39_07_boq_compliance_and_other_docume_2024-08-03-11-39-23_c736626c7b93637de295def09f55ff9f.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/2024/7/9/techspecs_2024-07-09-16-18-59_80309738cfd866482543152286658c03.pdf				
शुद्धिपत्र Corrigendum						
1. तक बढ़ाया गया Extended Upto : 2024-08-12 18:00:00						
ईपीबीजी विवरण ePBG Detail						
सलाहकार बैंक Advisory Bank :				State Bank of India		
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):				5.00		

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) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

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:

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

2.4 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.

2.5 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:

AREA GM OF THE RESPECTIVE CONSIGNEE 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:

1. **Pre Contract Integrity Pact:** The bidders will have to upload along with their offer, duly signed & stamped along with witness signature Pre-Contract Integrity Pact as per prescribed format, failing which their offer may not be considered. In terms of the Integrity Pact, the Independent External Monitor(s) (IEMs) nominated for this tender are as follows:

- i. **Shri V. N. Gaur, IAS (Retd), 45, Panchsheel Judges Society, Pocket - 7, Builders Area, Greater Noida, Gautam Buddha Nagar - 201315, vngaur@gmail.com, 9810388851**
- ii. **Shri S Srinivasan, IAS (Retd), Flat no. D 5 - 107, Block no. 5, V Floor, Kendriya Vihar, B. B. Road (Bangalore Bellary Road), Yelahanka, Bangalore - 560064, s.srinivasan1980@gmail.com, 9483536100**

In case of any grievance, bidders may approach Independent External Monitor(s) (IEMs).

The Integrity Pact format is given in Buyer Uploaded ATC Docs.

2. **Experience / Provenness Criteria:** Experience/Provenness Criteria shall be as detailed out in the Buyer Uploaded ATC Docs.

3. **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.

4. **Performance Bank Guarantee (PBG):** The successful bidder shall be required to furnish a Performance Guarantee (in the format enclosed in Buyer Uploaded ATC Docs.) 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 Bank Guarantee shall be valid for period of 66 (Sixty Six) months from the date of the supply.

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 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.

The release of the Performance Bank guarantee(s) 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 the concerned HOD (MM)/ Area GM.

5. **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, DISTRICT-BURDWAN, WB, PIN-713304
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(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 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.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).

6. 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.
7. Warranty: Warranty shall be as detailed out in the Buyer Uploaded ATC Docs.
8. Delivery Period: 90 days from issue of supply order.
9. Installation & Commissioning of Equipment at the site within 30 days of supply.
10. CAMC: CAMC shall be as detailed out in the Buyer Uploaded ATC Docs.
11. 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. However, for high precision items, where embossing/engraving/punching is not possible, it shall be packed separately and packing cover /box/case shall be tagged with the identification mark or identification mark be put up by metal marker.
12. 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 stipulated by BIS /DGMS/Other Govt regulatory bodies. A copy of the self-attested test report should be attached with the certificate.

13. 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.

14. 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. 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.

15. LETTER OF BID (LOB): The bidder shall furnish the Letter of Bid in the format enclosed in Buyer Uploaded ATC Docs in their company letterhead. The LOB should be signed by an authorized person of the company.

16. 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 through (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 through 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 (upasana.majumder@rxil.in) (2) Mrs Monalisa Das Nath, Dy VP, Mynd Solutions, Mob: +91 8100551223 (monalisa.das@m1xchange.com) (3) Mr. Subhas Chakraborty, RM, A-TReDS, Mob: +91 9681193155 (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.