

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687762522194

अनुबंध तिथि | Generated Date : 01-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4237792](#)

संगठन विवरण   Organisation Details		खरीदार विवरण   Buyer Details	
प्रकार्य   Type :	Central PSU	पद   Designation :	MGR EXCV
मंत्रालय   Ministry :	Ministry of Coal	संपर्क नंबर   Contact No. :	-
विभाग   Department :	EASTERN COALFIELDS Limited	ईमेल आईडी   Email ID :	sandip.krpandey@coalindia.in
संगठन का नाम   Organisation Name :	EASTERN COALFIELDS Limited	जीएसटीआईएन   GSTIN :	-
कार्यालय क्षेत्र   Office Zone:	West Bengal	पता   Address :	Pandaveswar Area, PO. Pandaveswar, Paschim Burdwan, WB, BARDHAMAN, WEST BENGAL-713346, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail		भुगतान प्राप्तिकरण विवरण   Paying Authority Details	
आईएफडी सहमति   IFD Concurrence :	No	Role:	PAO
प्रशासनिक अनुमोदन का पदनाम	General Manager	भुगतान का तरीका	Offline
Designation of Administrative Approval:		Payment Mode:	
वित्तीय अनुमोदन का पदनाम	Area Finance Manager	पद   Designation :	Mgr Fin
Designation of Financial Approval :		ईमेल आईडी   Email ID :	afmpand.ecl@coalindia.in
		जीएसटीआईएन   GSTIN :	19AAACE7590E1ZI
		पता   Address:	Pandaveswar Area, PO. Pandaveswar, Paschim Burdwan, WB, Bardhaman, WEST BENGAL-713346, 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 :	9559200001228161
कंपनी का नाम   Company Name :	R S ENGINEERING WORKS
संपर्क नंबर   Contact No. :	09434132708
ईमेल आईडी   Email ID :	rssteeltrading@gmail.com
पता   Address :	G T ROAD,ushagram, RAMBANDHU TALAW, Bardhaman, WEST BENGAL-713303, -
एमआईआई स्थिति   MII Status :	True
एमएसएरई सत्यापिता   MSME verified :	Yes
एमएसएरई पंजीकरण संख्या   MSME Registration number :	UDYAM-WB-23-0002536
एमएसई सामाजिक श्रेणी   MSE Social Category :	General
एमएसई लिंग श्रेणी   MSE Gender :	Male
जीएसटीआईएन   GSTIN:	19AAEFR2900E1ZJ

\*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Buyer

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 : RETURN PULLEY ब्रांड   Brand : RSEW ब्रांड प्रकार   Brand Type : Unbranded कैटलॉग की स्थिति   Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है   Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्भास   Category Name & Quadrant : RETURN PULLEY (Q3) मॉडल   Model : RETURN PULLEY एचएसएन कोड   HSN Code: HSN not specified by seller	4	pieces	80,240	जीएसटी   GST (18%) : 48,960 जीएसटी उपकर 1   GST Cess 1 (0%) : 0 जीएसटी उपकर 2   GST Cess 2 (0 per accounting unit) : 0 जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)   Input Tax Credit (ITC) on GST (100%) : 48,960 जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2   ITC on GST Cess 2 (0%) : 0	320,960
कुल ऑर्डर मूल्य   Total Order Value (in INR)						320,960

परेषिती 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 : chiranjit.mondal75@coalindia.in संपर्क   Contact : - जीएसटीआईएन   GSTIN : - पता   Address : Pandaveswar Area, PO. Pandaveswar, Paschim Burdwan, WB, BARDHAMAN, WEST BENGAL-713346, India	RETURN PULLEY	-	4	01-Mar-2024	31-Mar-2024

#### Product Specification for RETURN PULLEY

विवरण   Specification	उप-विवरण   Sub-Spec	मूल्य   Value
Custom Specification	Custom Specification	Yes

#### विक्रेता विशेषता दस्तावेज़ | Seller Specification Document:

1. <a href="#">SpecificationDocument1</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/21/04/277/CatalogAttrs/SpecificationDocument/2023/12/11/2023_12_11_14_47_42_tech_spec-return_pulley_2023-11_2023-12-11-14-47-44_2227e3900f76a4f4106c34de6c3f67fa.pdf
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#### खरीदार विशेषता दस्तावेज़ | Buyer Specification Document:

1. <a href="#">SpecificationDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/10852950/54/78/703/CatalogAttrs/SpecificationDocument/2023/11/10/tech_spec-return_pulley_2023-11-10-08-13-39_b1be92686494aa65518b594bfffdeeeba.pdf
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#### ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	NA
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):	NA

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

- 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 scope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

#### नियम और शर्तें | Terms and Conditions

##### 1. General Terms and Conditions-

- This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

##### 2. Buyer Added Bid Specific Terms and Conditions-

###### 2.1 Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

###### 2.2 Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

PANDAVERESWAR AREA STORE  
NEAR DALURBANDH DURGA MANDIR  
P.O PANDAVERESWAR  
DIST - PASCHIM BARDHAMAN

**2.3 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 %.

**2.4 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**

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

**2.6 Generic**

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

**2.7 Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

**2.8 Scope of Supply:**

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

**2.9 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):

Nil

Post Receipt Inspection at consignee site before acceptance of stores:

AE(E&M), Pandaveshwar Area

**2.10 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.

**2.11 Buyer Added Bid Specific ATC:**

Buyer Added text based ATC clauses

**1. Firm Price: Price should be firm till delivery. Once the order is placed on the tenderer within the validity/extended validity period of the offer, the price quoted by them in their offer shall remain FIRM throughout the entire period of the operation of the contract.**

**2. Purchaser's Right to Accept or Reject any or all Bids:** The Purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Purchaser's action. No dispute of any kind can be raised against this right of the Purchaser in any court of law or elsewhere.

**3. Guarantee/Warranty period of the supplied products shall be 12 months (twelve) from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location . In case of any manufacturing defects/bad workmanship/premature failure the material should be replaced by the supplier at free of cost within 30 days from the date of intimation.**

**4. Proven-ness Criteria:**

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

**Documents to be submitted for provenness: -**

**i. Self-Certified Copy of past supply order in respect of tendered items received during last five years to CIL and its subsidiaries, other PSUs/ Government organization, listed private organization.**

**ii. Self-certified copy of Proof of supply made against the supply order submitted such as self-certified copy of delivery challan/invoice/e-way bill etc.**

**iii. Performance Certificate: - Satisfactory Performance report against the supply order submitted, as per the clause from the concerned Areas of CIL /Subsidiaries of CIL /CIL/Other PSUs/Government Organization/listed private organisation.**

OR

**Firms currently holding Rate Contract for supply of the tendered item(s) / same or higher capacity/size/ version/ specification etc of tendered items with CIL / Hq of any subsidiary of CIL/DGS&D — firms must upload self-attested copies of relevant Rate Contracts received by them (placed within last 5 years)**

**5. Eligibility Criteria:** Only Proven Manufacturers or their Authorised Dealers/Distributors/ Agents (whenever manufacturer is not quoting directly as a matter of policy) or Previous Suppliers (of Govt Departments or PSUs including CIL or its Subsidiaries) are eligible to quote. Manufacturers will have to upload a copy of their Manufacturing License/Factory license/Complete photocopy of registration with NSIC/SSI/DIC/Registrar of Companies/ISO Certificates etc with list of items to be attached along with the offer duly self-authenticated with Company's seal. Authorised Dealers/Distributors/ Agents must upload a tender specific manufacturer's authorization document for the quoted item(s). The Make & Model of the manufacturer for the quoted item shall be mentioned in the authorization document & it should be valid till the completion of the contract.

**Photocopy of Valid BIS License/DGMS Approval where ever required, with the list of items to be attached.**

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

**7. 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.

- a.** The currency of contract will mean the period till completion of supply.
- b.** The bidder will be asked to submit a copy of the last (latest) purchase order for the tendered / similar item(s) received by them from any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization, along with the offer.
- c.** It shall be responsibility of the supplier to inform the purchaser of offer to supply / supply of the ordered / similar item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization during the currency of the contract.
- d.** The successful 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."

**8. Identification Marking:** The materials to be supplied must have manufacturer's identification mark engraved/embossed on non-wearable portion, failing which the material will not be accepted by the consignee. Where embossing / engraving is not possible manufacturer's identification should be either by painting/or by manufacturer's sticker.

**9. Risk Purchase:** In the event of failure to deliver the materials within the stipulated period Pandaveswar Area, ECL has the right to purchase the materials from other sources with due notice and at the risk and cost of the defaulting supplier.

**10. Delivery:** Prices shall be inclusive of all taxes and duties on free delivery at site basis including loading and unloading.

**11. Delivery period:** within 30 Days of placement of order.

**12. In all tenders i.e., with or without reverse auction, if the lowest price received after price bid opening with or without reverse auction is unreasonable or it is unacceptable on ground of being too high or too low compared with estimated price, LPP etc., the management reserves right to seek justification of the price from the lowest bidder. If the price is not considered reasonable, management may not accept such bid and go for another tender process.**

**13. Except as provided under Force Majeure clause, a delay by the Supplier in the**

**performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages, unless a  
n extension of time is agreed upon pursuant to relevant clause without the application of liquidated damages. To recover  
from the successful bidder as agreed liquidated damages, a sum not less than 0.5% (Half Percent) of the price of any equi-  
pment/ stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week dur-  
ing which the delivery of such stores may be in arrears limited to 10% (Ten Percent) of the total contract value.**

**14. The authenticity of the self-certificate as well as other documents submitted/uploaded**

**by the bidder will solely be their responsibility and appropriate action will be taken by CIL/Subsidiary Company if  
it is subsequently found to be misleading/ false/ forged.**

**15. Provisions of CIL's Purchase Manual: The provisions of CIL's Purchase Manual and its subsequent amendments (A  
available on CIL's website, [www.coalindia.in](http://www.coalindia.in)) shall also be applicable, if not specified otherwise in this Bid document.**

**16. Bidders are liable to be registered under GST. Unregistered firms are not allowed to participate in this tender and  
bids submitted by unregistered firms, if any shall be ignored.**

**17. Applicability of GST on Liquidated damages, EMD and/or Security Deposit forfeiture: GST shall be applicable on  
liquidated damages, EMD and/or Security Deposit forfeiture and will be extra and recovered from suppliers/bidders.**

**18. In the event of recovery of any claim towards LD charges, penalty, fee, fine or any other charges from the supplier / vendor, the same will be recovered along with the applicable GST and the amount shall be adjusted with the payment to be made to the supplier / vendor against their bill / invoice or any other dues.**

**19. Jurisdiction: Any dispute arising out shall come under the sole jurisdiction of Asansol Court (West Bengal).**

**20. Bidder shall upload the complete bid document (including technical specification sheet, ATC, BOQ etc.) after accepting all the points and signed by authorized person with company's seal.**

**21. Supporting Documents - Important documents like trade license, Pan,GST registration, MSME, MII, proveness/ experience documents & other necessary documents as per this Bid/ NIT should be uploaded, failing which bidder/s will be liable for rejection.**

**22. Experience Certificate: Uploading of Purchase Orders & Receipted Challan/Tax Invoice(Not more than 5 years Old) for proof of Past supply is mandatory.**

**23. Price Certificate - The bidder should upload a Price Certificate alongwith the offer and also with the bill as given below -**

**"The Price offered by us is the lowest as applicable to any Organisation / Ministry / Department of the Govt of India or Coal India Ltd. and / or its Subsidiaries or other PSU or any other private organization".**

**24. Paying Authority - Area Finance Manager, Pandaveswar Area ECL.**

**25. Letter of Bid to be submitted by the bidder as per prescribed format in company's letter head after signing by authorized person with company's seal (Annex-A).**

**26. Bidder to submit satisfactory performance certificate/ report against the supplied materials (Annex-B).**

**27. The offer document submitted by bidders shall be strictly as per the terms & conditions laid down in the tender document, failing which the offer may be liable for rejection.**

**2.12 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.