

## अनुबंध | Contract



अनुसूची नाम | Schedule Name: Schedule 37

अनुबंध क्रमांक | Contract No: GEMC-511687740058488

अनुबंध तिथि | Generated Date : 02-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4099420](#)

| संगठन विवरण   Organisation Details |                            | खरीदार विवरण   Buyer Details   |
|------------------------------------|----------------------------|--|
| प्ररूप   Type :                    | Central PSU                | पद   Designation : Manager MM  |
| मंत्रालय   Ministry :              | Ministry of Coal           | संपर्क नंबर   Contact No. : 89877-84655-   |
| विभाग   Department :               | Materials Management       | ईमेल आईडी   Email ID : shailja.pathak@nic.in   |
| संगठन का नाम   Organisation Name : | Central Coalfields Limited | जीएसटीआईएन   GSTIN : 20AAC7476RHZT   |
| कार्यालय क्षेत्र   Office Zone:    | Central Coalfields Limited | पता   Address : GM Office Rajrappa P.O Rajrappa Project Dist. Ramgarh 829150, RAMGARH, JHARKHAND-829150, India |

| वित्तीय स्वीकृति विवरण   Financial Approval Detail                   |   | भुगतान प्राधिकरण विवरण   Paying Authority Details   |
|--|---|---|
| आईएफडी सहमति   IFD   | No  | Role: PAO   |
| Concurrence :  |   | भुगतान का तरीका   Payment Mode: Offline   |
| प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: | GM (R)  | पद   Designation : Chief Manager Finance AFM  |
| वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval :       | GM(R)/AFM/RB/2023-24/Consumables-other/ccl3137305/4 0000051/28/35A Date: 28.02.2024 | ईमेल आईडी   Email ID : s.kumar4488@nic.in   |
|  |   | जीएसटीआईएन   GSTIN : 20AAC7476RHZT  |
|  |   | पता   Address: GM Office Rajrappa P.O Rajrappa Project Dist. Ramgarh 829150, HAZARIBAG, JHARKHAND-829150, 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 :                 | W28Q230008193293  |
| कंपनी का नाम   Company Name :                       | M/S M.R. ENTERPRISES  |
| संपर्क नंबर   Contact No. :                         | 09431789901   |
| ईमेल आईडी   Email ID :                              | ramashankar9901@gmail.com   |
| पता   Address :                                     | GORIYARIBAG, GORIYARIBAG, RAMGARH CANTT, RAMGARH CANTT., Hazaribag, JHARKHAND-829122, - |
| एमआईआई स्थिति   MII Status :                        | True  |
| एमएसएमई सत्यापिता   MSME verified :                 | Yes   |
| एमएसएमई पंजीकरण संख्या   MSME Registration number : | UDYAM-JH-19-0006830   |
| एमएसई सामाजिक श्रेणी   MSE Social Category :        | General   |
| एमएसई लिंग श्रेणी   MSE Gender :                    | Male  |
| जीएसटीआईएन   GSTIN:                                 | 20BIEPP0188B1ZT   |

\*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 : Earliest

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 शुक्र और कर सहित)   Price (Inclusive of all Duties and Taxes in INR) |
|--|---|-------------------------------|-------------|-------------------------------------|--|---|
| 1  | उत्पाद का नाम   Product Name : Heavy Duty Pipe wrench ब्रांड   Brand : UNBRANDED ब्रांड प्रकार   Brand Type : Unbranded कैटलॉग की शिल्पि Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है   Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्भाँश   Category Name & Quadrant : BOQ (Q3) मॉडल   Model: एचएसएन कोड   HSN Code: 8405 | 3                             | No          | 2,110                               | जीएसटी   GST (18%) : 837.794<br>जीएसटी उपकर 1   GST Cess 1 (18%) : 837.794<br>जीएसटी उपकर 2   GST Cess 2 (0 per accounting unit) : 0<br>जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)   Input Tax Credit (ITC) on GST : -<br>जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 : -<br>जीएसटी उपकर पर आईटीसी 2   ITC on GST Cess 2 : - | 6,330   |
| कुल ऑर्डर मूल्य   Total Order Value (in INR) |   |                               |             |                                     |  | 6,330   |

## 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 :-<br>शैलजा आईडी   Email ID : shailja.pathak@nic.in<br>संपर्क   Contact : 89877-84655-<br>जीएसटीआईएन   GSTIN : 20AAACC7476RHZT<br>पता   Address : GM Office Rajrappa P.O Rajrappa Project Dist. Ramgarh 829150,<br>RAMGARH, JHARKHAND-829150, India | Heavy Duty Pipe wrench | -                  | 3                 | 02-Mar-2024   | 01-Apr-2024  |

## विवरण | Specification1

[विवरण दस्तावेज़ | Specification Document](#)

[क्रेता बीओव्यू दस्तावेज़ | Buyer BOQ Document](#)

[बीओव्यू विवरण और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document](#)

**टिप्पणी | Note:** Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

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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-

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 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 Scope of Supply:

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

#### 2.3 Purchase Preference (Centre):

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the

purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

#### 2.4 Purchase Preference (Centre):

##### Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

#### 2.5 Purchase Preference (Centre):

##### Purchase Preference linked with Local Content (PP-LC) Policy:

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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.