

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687764236186

अनुबंध तिथि | Generated Date : 15-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4543980](#)

अनुसूची नाम | Schedule Name: Schedule 7, Schedule 6, Schedule 8, Schedule 2, Schedule 1

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

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence : प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: वित्तीय अनुमोदन का पदनाम Designation of Financial Approval :	Role: भुगतान का तरीका Payment Mode: पद Designation : ईमेल आईडी Email ID : जीएसटीआईएन GSTIN : पता Address: भुगतान समयसीमा Payment Timelines:
No General Manager Area Finance Manager	PAO Offline Mgr Fin afmpand.ecl@coalindia.in 19AAACE7590E1Z1 Pandaveswar Area, PO. Pandaveswar, Paschim Burdwan, WB, Bardhaman, WEST BENGAL-713346, 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 : कंपनी का नाम Company Name : संपर्क नंबर Contact No. : ईमेल आईडी Email ID : पता Address : एमआईआई स्थिति MII Status : एमएसएमई सत्यापित MSME verified : एमएसएमई पंजीकरण संख्या MSME Registration number : एमएसई सामाजिक श्रेणी MSE Social Category : एमएसई लिंग श्रेणी MSE Gender : जीएसटीआईएन GSTIN:
5RG5210002967889 M.D. ENTERPRISE 09836873037 m.d.ent99@gmail.com 47,Alipore Road,Alipore, Kolkata, WEST BENGAL-700027, - True Yes UDYAM-WB-10-0018768 General Male 19AGJPD8356M1ZS (R)

*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 : Seal Oil part no CHS0610080 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 चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: एचएसएन कोड HSN Code: 4016	20	Nos	383.5	जीएसटी GST (18%) : 1,170 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%) : 1,170 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%) : 0	7,670
	उत्पाद का नाम Product Name : Seal part no 125TC92028 ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not				जीएसटी GST (18%) : 675 जीएसटी उपकर 1 GST Cess 1 (0%) : 0	

verified by OEM					जीएसटी उपकर 2 GST Cess 2 (0 per accounting unit) : 0		
2	कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: एचएसएन कोड HSN Code: 4016	20	Nos	221.25	जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) Input Tax Credit (ITC) on GST I (100%) : 675 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%) : 0	4,425	
3	उत्पाद का नाम Product Name : Seal Oil part no CHS0710100 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 चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: एचएसएन कोड HSN Code: 4016	20	Nos	501.5	जीएसटी GST (18%) : 1,530 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 I (100%) : 1,530 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%) : 0	10,030	
4	उत्पाद का नाम Product Name : Gasket torque converter part no 125TC72272 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 चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: एचएसएन कोड HSN Code: 4016	10	Nos	575.25	जीएसटी GST (18%) : 877.5 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 I (100%) : 877.5 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%) : 0	5,752.5	
5	उत्पाद का नाम Product Name : Universal Joint Assy Part no 125UJ02016 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 चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: एचएसएन कोड HSN Code: 84836000	6	Nos	12,744	जीएसटी GST (18%) : 11,664 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 I (100%) : 11,664 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%) : 0	76,464	
कुल ऑर्डर मूल्य Total Order Value (in INR)						104,341.5	
परिषेती विवरण Consignee Detail							
क्र.सं. S.No	परिषेती 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	Seal Oil part no CHS0610080		-	20	15-Apr-2024	15-May-2024
		Seal part no 125TC92028		-	20	15-Apr-2024	15-May-2024
		Seal Oil part no CHS0710100		-	20	15-Apr-2024	15-May-2024
		Gasket torque converter part no 125TC72272		-	10	15-Apr-2024	15-May-2024
		Universal Joint Assy Part no 125UJ02016		-	6	15-Apr-2024	15-May-2024
निर्देश Specification1							
विशिष्टता दस्तावेज़ Specification Document							
क्रेता बीओक्यू दस्तावेज़ Buyer BOQ Document							
बीओक्यू विशिष्टता 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.							

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.

विनिर्देश | Specification2

विशिष्टता दस्तावेज | Specification Document

ક્રેતા બીઓક્યુ દસ્તાવેજ | Buyer BOQ Document

बीओक्यू विशिष्टता और सहायक दस्तावेज 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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विनिर्देश | Specification3

विशिष्टता दस्तावेज | Specification Document

क्रेता बीओक्यू दस्तावेज | Buyer BOQ Document

बीओक्यू विशिष्टता और सहायक दस्तावेज का अनपालन | Compliance of BOO 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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विनिर्देश | Specification4

विशिष्टता दस्तावेज | Specification Document

क्रेता बीओक्यू दस्तावेज | Buyer BOQ Document

बीओक्यू विशिष्टता और सहायक दस्तावेज 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.

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.

विनिर्देश | Specification5

विशिष्टता दस्तावेज | Specification Document

ક્રેતા બીઓક્વ દસ્તાવેજ | Buyer BOQ Document

बीओक्यू विशिष्टता और सहायक दस्तावेज 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.

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.

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

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 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

PANDAVESWAR AREA STORE
NEAR DALURBANDH DURGA MANDIR
P.O PANDAVESWAR
DIST - PASCHIM BARDHAMAN-713346
PH- 9434795529
.

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

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.

2.8 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(EXCV)/PA

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 01year (One) 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 or 18 months from the date of supply against any manufacturing defects/bad workmanship/premature failure. 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 / 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.

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.

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 an 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 equipment/ stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during 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 (Available on CIL's website, 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, provenance/ experience documents & other necessary documents as per this Bid/ NIT should be uploaded, failing which bidders will be liable for rejection. Bidder must attach DGMS approval certificate and other certifications if applicable to the tendered item even if it is not specifically mentioned in the tender.

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

23. The successful bidder shall also submit following documents along with the bill-

- i. GEM Contract copy
- ii. Challan in triplicate.
- iii. Test and guarantee / Warranty Certificates.
- iv. Price Fall Certificate
- v. E Way Bill (and to ensure that date of E-way bill doesn't exceed goods receive date)

24. 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).

25. 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](#).

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.