

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687725938920

अनुबंध तिथि | Generated Date : 19-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4015015](#)

अनुसूची नाम | Schedule Name: Schedule 2

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्ररूप Type : Central PSU मंत्रालय Ministry : Ministry of Coal विभाग Department : EASTERN COALFIELDS Limited संगठन का नाम Organisation Name : EASTERN COALFIELDS Limited कार्यालय क्षेत्र Office Zone : West Bengal	पद Designation : MGR EXCV संपर्क नंबर Contact No. : - ईमेल आईडी Email ID : sandip.krpandey@coalindia.in जीएसटीआईएन GSTIN : - पता Address : 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 : No प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: General Manager वित्तीय अनुमोदन का पदनाम Designation of Financial Approval: Area Finance Manager	Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : Mgr Fin ईमेल आईडी Email ID : afmpand.ecl@coalindia.in जीएसटीआईएन GSTIN : 19AAACE7590E1Z1 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 : 6387180000340051 कंपनी का नाम Company Name : HANUMAN TAPE INDUSTRIES संपर्क नंबर Contact No. : 09874938514 ईमेल आईडी Email ID : hanumantapeindustries@gmail.com पता Address : 25/4, Pandey, SURESH CHANDRA GANGULY LANE, SALKIA, HOWRAH, West Bengal-711106, - एमआईआई स्थिति MII Status : True एमएसएमई सत्यापित MSME verified : No एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-WB-08-0009210 एमएसई सामाजिक श्रेणी MSE Social Category : General एमएसई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN : 19AMMP2840B2Z1 (B), (R), (M)

*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

#	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 : Hanuman Tape Industries H.T.I Single Sided Self Fusing Silicon Rubber Tape, Length 10 meter ब्रांड Brand : Hanuman Tape Industries H.T.I ब्रांड प्रकार Brand Type : Registered Brand 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 : Self Fusing Silicon Rubber Tape (Q3) मॉडल Model : H.T.I एचएसएन कोड HSN Code : 4005	3,600	pieces	84.45	जीएसटी GST (18%) : 46,375.932 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%) : 46,375.932 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%) : 0	304,020
कुल ऑर्डर मूल्य Total Order Value (in INR)						304,020

परोषिती विवरण | Consignee Detail

क्र.सं. S.No	परोषिती 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	Hanuman Tape Industries H.T.I Single Sided Self Fusing Silicon Rubber Tape, Length 10 meter	-	3,600	19-Apr-2024	19-May-2024

Product Specification for Hanuman Tape Industries H.T.I Single Sided Self Fusing Silicon Rubber Tape, Length 10 meter

विनिर्देश Specification	उप-विनिर्देश Sub-Spec	मूल्य Value
Generic	Colour	Black
	Self Adhseive	Yes
	Type	Single Sided
Performance Parameters	Tensile Strength , Minimum	21N/10mm
	Stability at Temperature, Minimum	180 degree Celsius
	Elongbation percentage at Break	450
	Dielectric breakdown voltage (KV/tape thickness)	34 kiloVolt
Dimensions	Length +/-0.05 meter	10 meter
	Thickness	0.5 millimeter
	Width	2 inch
Shelf Life	Shelf Life, Minimum	1 year
Certifications and Standards	ISO Certification of Manufacturer	No
	Certification of Product	CE
Test Reports	Copies of reports and certifications to be furnished to buyer on demand at time of supplies	Yes
	Availability Of Test Report From Central Govt/Nabl/Ilac Accredited Lab To Prove Conformity To Specification	Yes

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.

खरीदार परिभाषित अतिरिक्त विशिष्टता के लिए | Buyer Defined Additional Specification for Hanuman Tape Industries H.T.I Single Sided Self Fusing Silicon Rubber Tape, Length 10 meter

विनिर्देश Specification	मूल्य Value
Tensile Strength , Minimum	21N/10mm
Stability at Temperature, Minimum	180 degree Celsius
Elongation percentage at Break	450
Dielectric breakdown voltage (KV/tape thickness)	34 kiloVolt

शुद्धिपत्र | Corrigendum

1. GeM-Bidding-Corr-5383685-1.pdf : [यहां क्लिक करें | click here](#)

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	10.00
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 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
PH- 9434795529
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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

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

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 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), PANDAVESWAR AREA

2.10 Certificates

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 Forms of EMD and PBG:

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

ECL PANDAVESWAR AREA

payable at

PANDAVESWAR

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

2.12 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 06 months (Six) 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 / 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 organization.**

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 have to upload self-attested copies of relevant Rate Contracts received by them (placed within last 5 years)

5. **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."**
6. **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.**
7. **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 default**

ng supplier.

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

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

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

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

18. 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.

19. 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).

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

21. The e PBG mentioned in the bid is to be treated as security deposit.

22. 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.

2.13 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document [Click here to view the file](#).

2.14 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.

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.