

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687737566747

अनुबंध तिथि | Generated Date : 30-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4138146](#)

अनुसूची नाम | Schedule Name: Schedule 1

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रकार Type : Central PSU मंत्रालय Ministry : Ministry of Coal विभाग Department : COAL INDIA LIMITED संगठन का नाम Organisation Name : South Eastern Coalfields Limited कार्यालय क्षेत्र Office Zone : SECL Bilaspur Chhattisgarh	पद Designation : SO MM संपर्क नंबर Contact No. : 07762-225536- ईमेल आईडी Email ID : chetan.raipure6783@nic.in जीएसटीआईएन GSTIN : 22AADCS2066E9ZL पता Address : REGIONAL STORE CHHAL, SECL RAIGARH AREA,, RAIGARH, CHHATTISGARH-496665, 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 SECL Raigarh Area वित्तीय अनुमोदन का पदनाम Designation of Financial Approval: Area Finance Manager SECL Raigarh Area	Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : DM ईमेल आईडी Email ID : anurag.khokhar@coalindia.in जीएसटीआईएन GSTIN : 22AADCS2066E9ZL पता Address: REGIONAL STORE CHHAL, SECL RAIGARH AREA,, Raigarh, CHHATTISGARH-496665, India

विक्रेता विवरण Seller Details
जेम विक्रेता आईडी GeM Seller ID : 1A89180000095862 कंपनी का नाम Company Name : KINJAL ELECTRICALS PVT LTD संपर्क नंबर Contact No. : 09891440251 ईमेल आईडी Email ID : info2020kinjal@gmail.com पता Address : 151/64, Sahibabad South Border, G.T. Road, Chikamberpur, ghaziabad, Ghaziabad, UTTAR PRADESH-201001, - एमएसएमई सत्यापित MSME verified : Yes एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-UP-29-0002629 एमएसई सामाजिक श्रेणी MSE Social Category : General एमएसई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN: 07AAACK1301K1ZZ (B) , 09AAACK1301K1ZV (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

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 : KINJAL Miniature Circuit Breaker 32 1 P ब्रांड Brand : KINJAL ब्रांड प्रकार Brand Type : Registered Brand कैटलॉग की स्थिति Catalogue Status: OEM verified catalogue कैसे बेचा जा रहा है Selling As : OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : MCB - Miniature Circuit - Breakers for A.C. Operation as per IS / IEC 60898 (Part 1) (Q2) मॉडल Model: KINJAL 32A SP MCB C TYPE एचएसएन कोड HSN Code: HSN not specified by seller	35	pieces	60	NA	2,100
कुल ऑर्डर मूल्य Total Order Value (in INR)						2,100

परोक्षी विवरण Consignee Detail						
क्र.सं. S.No	परोक्षी Consignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	दिलीवरी के बाद डिलीवरी शुरू करना है Delivery Start After	वितरण पूरा कब तक करना है Delivery To Be Completed By

1	ईमेल आईडी Email ID : chetan.raipure6783@nic.in संपर्क Contact : 07762-225536- जीएसटीआईएन GSTIN : 22AADCS2066E9ZL पता Address : REGIONAL STORE CHHAL, SECL RAIGARH AREA, RAIGARH, CHHATTISGARH-496665, India	KINJAL Miniature Circuit Breaker 32 1 P	-	35	30-Apr-2024	30-May-2024
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Product Specification for KINJAL Miniature Circuit Breaker 32 1 P

विनिर्देश Specification	उप-विनिर्देश Sub-Spec	मूल्य Value
STANDARDS	Conformity of the specification	as per IS/IEC 60898 : PART 1:2015 latest
	Product ISI Marked	Yes
	If, ISI marked , BIS License number must be declared by OEM/Supplier	8521270
RATING	No. of pole (hint: "P" - Pole, "PP" Protected Pole)	1 P
	Rated voltage (in Volts)	240 / 415 V, AC
	Rated Current (in Ampere)	32
	Instantaneous tripping current type	C
	Rated Short circuit capacity (in Ampere)	10000
CONSTRUCTION	Provision of steel sheet enclosure duly pretreated stove enamelled/powder coated for MCBs	Without enclosure
	Additional requirement	NA
CERTIFICATION	Availability of type test report from Govt. Lab/ NABL/ ILAC	Yes. as per IS/IEC 60898 : PART 1:2015 latest
	Test report number and date - Must declare	NTH/EL/2016/00216-A
	Name and address of Lab - Must declare	29/09/2016
	Agreed to furnish all the test reports and certificates to buyer on demand	Yes

उत्पाद का बीआईएस लाइसेंस | BIS license of the product: 8521270

ईपीबीजी विवरण | ePBG Detail

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

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

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

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

2.4 Generic

- The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

2.5 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.

2.6 Scope of Supply:

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

2.7 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

1. Guarantee / Warrantee: As per the GeM Norms (GeM GTC)
2. MSE PREFERENCE: The bidder seeking MSE preference, must submit valid UDYAM certificate which shall remain valid for the entire period of finalization of tender. As per the latest directives of Govt. of India EM-P art II/ UAM/NSIC/DIC etc. registered bidders must mandatorily register on UDYAM portal and in line with the same, only UDYAM registration certificate valid on bid opening date is to be submitted for claiming MSE preference.
3. Copy of GST Registration certificate issued by appropriate authority of India duly self-attested, if applicable
4. Copy of exemption certificate towards GST (if claiming exemption) from practicing Chartered Accountant (CA) to the effect that bidder is fulfilling all conditions prescribed in notification to make him exempted from registration. If applicable.
5. Non-Banning/Delisting/Debarred/Put on Holiday shall be submitted. In case Banned/Delisted/Debarred/ Put on Holiday by any organization, necessary details/documents to be submitted, if applicable.

Format for Banning /Delisting/Debarred/Put on Holiday Declaration

Bid Reference No..... Dt..... for supply of
.....

This is to certify that we have been banned or de-listed or debarred or 'Put on Holiday' by following government/quasi-Government agencies/PSUs:

- 1.
- 2.

We further undertake that if at a later stage it is found that the above provided information is found to be false/misleading/incomplete our offer may be treated as unresponsive and suitable penal action as per provisions of GeM Incident management policy may be taken against us.

Date

Signature of Bidder

Seal of the Firm

6. Other documents required as per bid/to be submitted by the bidder, if any.
 7. Ensuring submission of valid and authentic documents will be sole responsibility of the bidder. Further if at a later stage it is found that the above provided information is false/misleading/incomplete their offer may be treated as unresponsive and suitable penal action as per provisions of GeM Incident Management Policy may be taken against them.
 8. EVALUATION OF BID/ SHORT FALL DOCUMENTS:
 - i. All the offers will first be scrutinized to see whether they meet the basic requirements as incorporated in the bid document.
 - ii. Purchaser will determine the Techno-commercial acceptability of the bidders on the basis of the original offer and subsequent clarifications/confirmation, if any.
 - iii. After evaluation of the uploaded documents, shortfall/clarification documents, if required shall be sought from all the bidders. For shortfall/ clarification only 01 (ONE) chance will be given. The time period for reply to the clarification will be for 7(SEVEN) days only. Non receipt of communication from GeM will not be accepted as a reason of non-submission of documents within prescribed time. The bidders will upload and submit the requested documents, if any, within the specified period. iv. Bidders are hereby informed that all correspondence with them during the pre-contract stages shall be without any commitment whatsoever, at this stage. SECL reserves the right to verify any of the documents uploaded by the bidder at any stage.
- NOTE: The submission of forged document, if any, by the bidder(s), shall be dealt as per extant guideline of GeM GTC and ATC.
9. VALIDITY OF OFFER: The offer should be valid as per provision of GeM, from the date of opening of tender as specified in the bid document. During the Tender evaluation process if the extension of the bid validity is required, the same can be obtained with the mutual consent of buyer and seller.
 10. SUBMISSION OF BILLS: Upon dispatch of the Goods to the consignee, the supplier shall notify the Ultimate Consignee and deliver the following documents at the time of arrival of goods at consignee end:

i. GeM invoice for each line item of the contract and corresponding Supplier's .Tax invoice for the same showing Contract Number, Goods description, quantity, unit price, total amount.

ii. Lowest Price Certificate

iii. Any other certificate/document as mentioned in the contract. In case of delay, the Supplier will be responsible for any consequent expenses.

NOTE: Each GeM invoice should have corresponding Tax Invoice. If GeM invoice is generated but not submitted in hard copy, same may be taken from the consignee login by the consignee.

11. PRICE FALL CLAUSE: If the contract holder reduces its price or sells or even offers to sell the contracted goods or services following conditions of sale similar to those of the contract, at a price lower than the contract price, to any person or organization during the currency of the contract, the contract price will be automatically reduced with effect from that date for all the subsequent supplies under the contract and the contract be amended accordingly. In case of parallel Rate / Running Contracts, if the price of a product is reduced for any supplier due to invocation of 'Price Fall clause' or any other reason, the same lower price shall also be applicable for the other suppliers who are having parallel RCs against the same tender. If any parallel RC holder does not accept the lower price, CIL shall have the right to delete the item from the scope of RC of such firm and procure the same from other existing supplier / Reserve RC holders. The provisions of price fall clause will however not apply to the following:

i) Export/Deemed Export by the supplier;

ii) Sale of goods or services as original equipment prices lower than the price charged for normal replacement;

iii) Sale of goods such as drugs, which have expiry date;

iv) Sale of goods or services at lower price on or after the date of completion of sale/placement of order of goods or services by the authority concerned, under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Government Departments including new undertakings (excluding joint sector companies and or private parties) and bodies.

NOTE:

a. The currency of contract will mean the period till completion of supply.

b. 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.

c. 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.

NOTE: In compliance to Gazette Notification issued vide 4414 Dt. 02/11/18, South Eastern Coalfields Limited (SECL) have onboarded on TReDS platform through Receivables Exchange of India Limited (RXIL) platform with Member ID SO0001771 to facilitate payment to MSME Vendors through TReDS platform of RXIL. In this regard, all MSE vendors of South Eastern Coalfields Limited (who haven't onboarded on TReDS till date) are once again requested to onboard on the TReDS platform by registering themselves on RXIL ([https:// www.rxil.in](https://www.rxil.in)) for availing the benefits of TReDS platform. NOTE: As per GeM GTC guidelines the participation by the Seller in e-bidding shall be construed as his/her acceptance for all the Terms and Conditions as outlined in the e-bidding including GTC, ST C and Commercial terms of ATC.

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.