

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687732927715

अनुबंध तिथि | Generated Date : 08-Jun-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4931361](#)

अनुसूची नाम | Schedule Name: Schedule 4, Schedule 2, Schedule 3, Schedule 1, Schedule 6, Schedule 5

संगठन विवरण   Organisation Details				खरीदार विवरण   Buyer Details			
प्ररूप   Type : Central PSU मंत्रालय   Ministry : Ministry of Coal विभाग   Department : COAL INDIA LIMITED संगठन का नाम   Organisation Name : EASTERN COALFIELDS LIMITED कार्यालय क्षेत्र   Office Zone: West Bengal				पद   Designation : CM E M संपर्क नंबर   Contact No. : - ईमेल आईडी   Email ID : raj.singh@coalindia.in जीएसटीआईएन   GSTIN : - पता   Address : Office of GM, Kunustoria Area Topsis Puschim Bardhaman, BARDHAMAN, WEST BENGAL-713362, 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, Kunustoria Area वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : Area Finance Manager, Kunustoria Area				Role: PAO भुगतान का तरीका   Payment Mode: Offline पद   Designation : Dy Mgr Fin ईमेल आईडी   Email ID : debdip.chatterjee@coalindia.in जीएसटीआईएन   GSTIN : 19AAACE7590E1ZI पता   Address: Office of GM, Kunustoria Area Topsis Puschim Bardhaman, Bardhaman, WEST BENGAL-713362, 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 : YH9K220005013802 कंपनी का नाम   Company Name : SHREE SHYAM ENTERPRISE संपर्क नंबर   Contact No. : 09932361360 ईमेल आईडी   Email ID : sanjaybhuwalka74@gmail.com पता   Address : 23/7 B,,N.S.B.ROAD,NEAR LIC (I) OFFICE, Bardhaman, WEST BENGAL-713347, - एमआईआई स्थिति   MII Status : True एमएसएमई सत्यापित   MSME verified : No एमएसएमई पंजीकरण संख्या   MSME Registration number : - जीएसटीआईएन   GSTIN: 19AEAPB1856R1Z6 (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 : Rubber Element 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: SDL & UDM SPARES एचएसएन कोड   HSN Code: 8431	10	Nos	7,445.8	जीएसटी   GST (18%) : 11,358 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 GSTI (100%) : 11,358 जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2   ITC on GST Cess 2 (0%) : 0	74,458	
2	उत्पाद का नाम   Product Name : Dust Seal Ring 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: SDL & UDM SPARES	20	Nos	2,389.5	जीएसटी   GST (18%) : 7,290 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 GSTI (100%) : 7,290 जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2   ITC on GST Cess 2 (0%) : 0	47,790	

	एचएसएन कोड HSN Code: 4016					
3	उत्पाद का नाम  Product Name : Seal Kit Rotary Actuator 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: SDL & UDM SPARES एचएसएन कोड HSN Code: 4016	5	Nos	91,450	जीएसटी GST (18%) : 69,750 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 GSTI (100%) : 69,750 जीएसटी उपकर पर आईटीसी 1  ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%) : 0	457,250
4	उत्पाद का नाम  Product Name : Seal kit for Accumulator 1 Litter 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: SDL & UDM SPARES एचएसएन कोड HSN Code: 4016	20	Nos	2,690.4	जीएसटी GST (18%) : 8,208 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 GSTI (100%) : 8,208 जीएसटी उपकर पर आईटीसी 1  ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%) : 0	53,808
5	उत्पाद का नाम  Product Name : Hose Assy - 2 ब्रांड Brand : PARKER 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: SDL & UDM SPARES एचएसएन कोड HSN Code: 4009	25	Nos	4,071	जीएसटी GST (18%) : 15,525 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 GSTI (100%) : 15,525 जीएसटी उपकर पर आईटीसी 1  ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%) : 0	101,775
6	उत्पाद का नाम  Product Name : Hose Assy - 1 ब्रांड Brand : PARKER 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: SDL & UDM SPARES एचएसएन कोड HSN Code: 4009	40	Nos	2,183	जीएसटी GST (18%) : 13,320 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 GSTI (100%) : 13,320 जीएसटी उपकर पर आईटीसी 1  ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%) : 0	87,320
कुल ऑर्डर मूल्य  Total Order Value (in INR)						822,401
परेषिती विवरण Consignee Detail						
क्र.सं.  S.No	परेषिती 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 : prabhakar.k5730@coalindia.in संपर्क Contact : 0341-2444159- जीएसटीआईएन GSTIN : - पता Address : Office of GM, Kunustoria Area Topsi Puschim Bardhaman, BARDHAMAN, WEST BENGAL-713362, India	Rubber Element	-	10	08-Jun-2024	23-Jun-2024
		Dust Seal Ring	-	20	08-Jun-2024	23-Jun-2024
		Seal Kit Rotary Actuator	-	5	08-Jun-2024	23-Jun-2024
		Seal kit for Accumulator 1 Litter	-	20	08-Jun-2024	23-Jun-2024
		Hose Assy - 2	-	25	08-Jun-2024	23-Jun-2024
		Hose Assy - 1	-	40	08-Jun-2024	23-Jun-2024
विनिर्देश Specification1						
<a href="#">विशिष्टता दस्तावेज़ Specification Document</a>						
<a href="#">क्रेता बीओक्यू दस्तावेज़ Buyer BOQ Document</a>						
<a href="#">बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन Compliance of BOQ Specification And Supporting Document</a>						
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 બીઓવ્યૂ 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.

## विनिर्देश | Specification3

विशिष्टता दस्तावेज | Specification Document

ક્રેતા બીઓક્વુ દસ્તાવેજ | 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.

**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 | Specification4

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.

**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

क्रेता बीओक्यू दस्तावेज | Buyer BOO 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.

**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 | Specification6**

[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.

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**ईपीबीजी विवरण | ePBG Detail**

सलाहकार बैंक   Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):	5.00

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 Buyer Added Bid Specific ATC:**

Buyer Added text based ATC clauses

**(A) The offered items shall be considered proven provided it meet the Technical Proven-ness criteria not ed below, otherwise the offer shall be liable for rejection. The decision of ECL for considering any firm as proven will be final and binding upon the tenderers.**

**Proven-ness Criteria:**

**Credential of Same & Similar Same Machine items supplied within 5 years from the date of Tender opening (Along with PO copy & copy of invoice/challan for supplies made to ECL/ CIL or its subsidiaries/ Other PSUs/ Government organizations), and these items have performed satisfactorily.**

**Documents to be submitted: -**

- i. Self-certified copy of past supply order in respect of tendered items received during last five years to ECL/ CIL or its subsidiaries/ Other PSUs/ Government organizations/ 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 clause (i) above and in manner as indicated below.**

**iii(a). In case copy of supply order submitted is of ECL, Kunustoria Area then bidder need not to submit satisfactory performance report, HOD (Technical) shall certify whether performance was satisfactory.**

**iii(b). In case copy of supply order submitted is/are of other Areas of ECL/ CIL or its subsidiaries/ Other PSUs/ Government organizations then bidder should submit satisfactory performance report from the concerned Area/Subsidiaries/CIL/Other PSUs/Government Organization.**

**OR, The Bidder is an RC holder of Rate Contract as issued by CIL/ CIL Subsidiary Companies for the tendered items within last 05 years.**

**OR, The bidder is OEM/OPM or having Authorization from OEM/OPM to participate in the BID/Tender for their quoted/offered make/ brand.**

**NOTE: OEM - Means, Original Equipment Manufacturer, OPM means Original Parts Manufacturer of the Equipment.**

**(B). Guarantee /Warranty: The materials shall be guaranteed for a period of 12 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.**

**(C). Declaration:- The bidder has to give declaration that they have not been banned or de-listed by any Govt. Or quasi Govt. Agencies or Public sector Undertakings. This fact must be clearly stated.**

**(D). Fitment Guarantee:- The materials must fit into the equipment for which it is being purchased without any modification otherwise it would be rejected. The tenderer may visit the site before submitting their offer.**

**(E). Price Certificate: The bidder should submit a price certificate along with the offer and bill as given below:**

**"We hereby certify that with regards to your above referred tender and our offer, the price chargeable to Kunustoria Area, ECL is the lowest and is the same as applicable to all customers in India including other Govt. Organization / Govt. Undertakings and Coal India Limited and its subsidiaries or any other private organization".**

**(F). E.C.L reserves the right to accept or reject any or the entire offer, extend tender opening, modify tender document or cancel the tender at any stage of BID/tender without assigning any reason. The offer should be submitted strictly as per the terms & conditions laid down in the tender document, failing which the offer may be liable for rejection.**

**(G). 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. The tenderers should accept this clause and mention in their offer.**

**(H). Bidders have to mention GST (in percentage) they have applied on their quoted item (i.e. % age of GST which is inclusive on their total quoted price) along with HSN code. To be uploaded in their techno-commercial offer.**

**(I). Additional Doc 1 : Bidder has to submit a self-certificate in the following format :- " The items covered in the Purchase order(s) / Rate contract (s) copies enclosed with our offer have been fully executed and have performed satisfactorily as per the provisions of respective purchase order (s) / Rate contract(s) and all the complaints/claim(s) lodged by the purchaser, if any have been attended to and no complaints /claim (s) are pending."**

**(J). Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary**

**name:**

**Beneficiary Name: EASTERN COALFIELDS LIMITED, AREA IV,**

**Account Number : 10934766082,**

**IFSC Code: SBIN0000231 ,**

**Bank Name: State Bank of India,**

**Branch Address: 47, Netaji Subhas Bose Road, P.O. Raniganj, Dist. Burdwan, West Bengal 713347.**

**Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.**

**(K). 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](http://www.coalindia.in)) shall also be applicable, if not specified otherwise in this Bid document.**

**(L) Security Deposit: The successful tenderers will have to submit a Security Deposit for the 05 % (FIVE PERCENT) value of the total landed value of the contract including all taxes, duties, and other costs and charges, without considering Input Tax Credit. The format of Bank Guarantee is mentioned below.**

**i. The ePBG mentioned in the Bid is to be treated as Security Deposit.**

**ii. The Security Deposit shall be deposited through RTGS / NEFT / IMPS / e-BG other digital modes OR in the form of a Bank Guarantee in the prescribed format from a RBI Scheduled Bank in the purchaser's country (on a non-judicial stamp paper) within 15 days from date of notification of award or placement of order.**

**iii. The Security Deposit shall be in the same currency(ies) in which contract is to be signed/ issued.**

**iv. In cases where the successful tenderer did not submit the security deposit even within the extended period for SD submission but has supplied the materials either in full or in part after the extended period for SD submission, a penalty equivalent to 0.5% (half percent) of SD amount for delay of each week or part thereof (period of delay is to be calculated from the 31st day from the date of notification of award/ placement of order to the date of receipt of full SD) shall be levied subject to a maximum of 05 % of the contract value.**

**v. The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee in case of supply contracts/rate/running contracts and in case of contracts for equipment involving installation and commissioning, 3 months after the supply and commissioning of all the equipment covered in the contract.**

**vi. Security Deposit will be released with the approval of the HOD of MM Department/ Area GM within 30 days after completion of supplies and acceptance of material by the consignee.**

**vii. All Central/State Government Organization/PSUs shall be exempted from submission of Security Deposit. OEM/OES shall also be exempted from submission of Security Deposit in case of procurement of Spare Parts for equipment against Single Tender Enquiry/Open/Limited Tenders.**

**viii. The SDBG will be submitted Through Structured Financial Management System (SFMS)**

**ix. Bidders can also submit the Security Deposit Amount with Online Payment through RTGS / NEFT / IMPS / other digital modes in the Beneficiary name within 15 days from the date of placement of Contract:**

**Beneficiary Name: EASTERN COALFIELDS LIMITED, AREA IV,**

**Account Number: 10934766082,**

**IFSC Code: SBIN0000231 ,**

**Bank Name: State Bank of India,**

**Branch Address: 47, Netaji Subhas Bose Road, P.O. Raniganj, Dist. Burdwan, West Bengal 713347.**

**Bidder has to upload scanned copy/proof of the Online Payment Transfer along with Invoice/bills.**

**(M). Technical support and service: In addition to normal after sales service, the supplier will render technical support and service to ensure proper usage, maintenance and satisfactory performance of the items supplied. In case of equipment, details of installation and commissioning, after-sales service like repairing within and after the guarantee period, supply of spares and consumables and training to our operating & maintenance staff etc to be specifically mentioned.**

#### **2.3 Service & Support:**

**Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.**

#### **2.4 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):**

NOT APPLICABLE.

Post Receipt Inspection at consignee site before acceptance of stores:  
Area Engineer (E&M) or His Authorised representative, OR as deputed by G. M. Kunustoria Area

#### 2.5 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.

#### 2.6 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 %.

#### 2.7 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.

#### 2.8 Service & Support:

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

#### 2.9 Warranty:

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

#### 2.10 Generic:

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

#### 2.11 Warranty:

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

#### 2.12 Generic:

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. 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.

#### 2.13 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.

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.