

## Contract



**Contract No:** GEMC-511687748245428

**Generated Date:** 11-May-2022

**Bid/RA/PR No:** [GEM/2022/B/1877403](#)

Organisation Details	Buyer Details
Type: Central PSU Ministry: Ministry of Coal Department: Materials Management Organisation Name: Bharat Coking Coal Limited Office Zone: Bccl Dhanbad	Designation: Manager Contact No.: 94705-95938- Email ID: mrunal.mehta@nic.in GSTIN: 20AAACB7934MFZB Address: MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India

Financial Approval Detail	Paying Authority Details
IFD Concurrence: No Designation of Administrative Approval: DT(OP) Designation of Financial Approval: GM(MM)	Payment Mode: Offline Designation: HOD Purchase Finance Email ID: pao5.bccl.jh@gembuyer.in GSTIN: N Address: MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India

Seller Details	
GeM Seller ID:	7317200001260851
Company Name:	RAILWAY ENGINEERING WORKS
Contact No.:	09916052044
Email ID:	railwayengineeringworks@gmail.com
Address:	B 45, DYAVASANDRA INDUSTRIAL ESTATE, MAHADEV PURA POST, MAHADEV PURA, Bangalore, KARNATAKA-560048, -
MSME verified:	Yes
MSME Registration number:	KR03B0017533
MSE Social Category:	ST
MSE Gender:	Male
GSTIN:	29AAUFR6251N1Z7

\*GST / Tax invoice to be raised in the name of - Consignee

Product Details						
#	Item Description	Ordered Quantity	Unit	Unit Price (INR)	Tax Bifurcation (INR)	Price (Inclusive of all Duties and Taxes in INR)
1	<b>Product Name :</b> Diesel Hydraulic Locomotive Engine (Q3) <b>Brand :</b> RAILWAY ENGINEERING WORKS (REW) / OEM <b>Brand Type :</b> Unbranded <b>Catalogue Status :</b> Catalogue not verified by OEM <b>Selling As :</b> Reseller not verified by OEM Category Name & Quadrant : Diesel Hydraulic Locomotive Engine (Q3) (Q3) DHL-400-OBO-45TON 86029090	1	set	14,400,000	GST (0%) : 0 GST Cess 1 (0%) : 0 GST Cess 2 (0 per accounting unit) : 0 <b>Input Tax Credit (ITC) on GST (0%) : 0</b> ITC on GST Cess 1 (0%) : 0 ITC on GST Cess 2 (0%) : 0	14,400,000
Total Order Value (in INR)						<b>14,400,000</b>

Consignee Detail						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: rajesh.k0847@nic.in Contact: 0326-3373144- GSTIN: 20AAACB7934MFZB Address: Office of Project Officer, Moonidih Coal Washery, Moonidih, Dhanbad, DHANBAD, JHARKHAND-828129, India	Diesel Hydraulic Locomotive Engine (Q3)	-	1	11-May-2022	07-Nov-2022

**Product Specification for Diesel Hydraulic Locomotive Engine (Q3)**

Specification	Sub-Spec	Value
Custom Specification	Custom Specification	Yes
<b>Seller Specification Document:</b>		
1. <a href="#">SpecificationDocument1</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/51/01/240/CatalogAttrs/SpecificationDocument/2022/2/4/2022_02_04_14_53_52_1-technical-specs-for-submissio_2022-02-04-14-56-02_21f78454262b48c1e3d8015a73803b58.pdf	
<b>Buyer Specification Document:</b>		
1. <a href="#">SpecificationDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/48366/54/78/703/CatalogAttrs/SpecificationDocument/2022/1/20/diesel-hydraulic-locomotive-engine-specification_2022-01-20-12-56-24_15f3dae6add33dc65464cc132eb3a1c6.pdf	
<b>General Clauses w.r.t RCM/FCM</b>		
<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>		
<b>Terms and Conditions</b>		
<b>1. General Terms and Conditions-</b>		
1.1 This contract is governed by the <a href="#">General Terms and Conditions</a> , conditions stipulated to this Product/Service as provided in the Marketplace.		
<b>2. Buyer Added Bid Specific Terms and Conditions-</b>		
<b>2.1 Scope of Supply:</b>		
Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods		
<b>2.2 Generic:</b>		
Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. <a href="#">Click here to view the file</a>		
<b>2.3 Generic:</b>		
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.		
<b>2.4 Generic:</b>		
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.		
<b>2.5 Generic:</b>		
Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.		
<b>2.6 Generic:</b>		
The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price: two sets of operation and maintenance manual as also soft copy of the same in the form of CD,one set of tools and tackles of special type if any required for maintenance of the supplied locomotive,Warranty spares if any shall be part of the supply of the Loco..		
<b>2.7 Generic:</b>		
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.

**2.8 Generic:**

Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

**2.9 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.

**2.10 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 15 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.

**2.11 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) N/A

Post Receipt Inspection at consignee site before acceptance of stores: GM(Ws)WD or his authorized representative

**2.12 Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Guarantee/Warranty - The Supplier shall give a guarantee/warranty for satisfactory performance of the supplied material/Locomotive for a period of 12 months from the date of installation and commissioning or 18 months from the date of receipt and acceptance at consignee's end whichever is earlier. The supplier shall be responsible for any defect that may, under the condition provided for by the contract and under proper use, arise due to faulty materials, design or workmanship and shall remedy such defect at his own cost. If it becomes so necessary for the supplier to replace or to renew any defective part, such replacement or renewal shall be made by the supplier 100% free of cost without any extra cost to Bharat Coking Coal Limited. The new goods should be supplied on FOR destination basis free of Cost.

Warranty replacement should be completed within a reasonable period of maximum one month from the date of claim for indigenous goods and within three months from the date of claim for imported goods free of cost up to ultimate consignee's end. All cases of warranty replacement will be decided on the basis of joint inspection of the failed goods held between the users' representative and the suppliers' representative.

**TIME PERIOD FOR RECTIFICATION OF DEFECT GIVEN ABOVE WILL OVER RIDE THE TIME PERIOD MENTIONED IN CLAUSE NO 10: WARRANTY OF THE BID**

(A) Upload Manufacturer authorization: Wherever Authorized Distributors/Dealers are submitting the bid, Manufacturers Authorization Form (MAF) and Certificate of dealership with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

(B) Provenness Criteria - Offer from proven sources shall only be considered for evaluation. The bidder will be considered as proven, if they satisfy any of the following conditions:-

(I) Firms whose products pertaining to the tendered items are either successfully in regular use in BCCL or considered proven by the Head of concerned technical Department.

(II) The tendered item shall be considered proven provided the tendered item(s) of same/higher rating 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 Private Organizations and their performance has been found satisfactory for a period of not less than one year from the date of fitment/commissioning.

i. The bidder must submit documentary evidence (i.e. authenticated copy of such contracts/purchase orders received by them & their satisfactory performance as above.

ii. Considering the practical difficulties in obtaining the performance reports in cases where provenness of the offered product is being ascertained on the basis of supply made in other subsidiaries of CIL or other PSUs/ Govt./ Private organizations, the bidder will submit a Self-Certificate in the following format along with Proof of Payment against the Purchase Order(s)/ Rate Contract(s) and commissioning certificates (in case of equipment, P&M, etc. where installation and commissioning is required):

*"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/claims(s) are pending. "*

In case, any specific purchase order(s) has/have not been fully executed and complaint/claim is pending, then details of such cases to be categorically mentioned with the reasons thereof so that decision making is in clear perspective without any hidden facts in the subject matter.

iii. 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.

However, the Purchaser reserves the right to obtain the performance directly from the end user of the item / product.

If the bidder fails to submit documentary evidence as mentioned above, the bid may be considered as non-responsive and is likely to be rejected.

1. Relaxation from above Proven-ness criteria (for Prior Experience / Turnover) for Startup and Micro & Small Enterprises (MSEs): As per Provision of Policy Circular No.1 (2) (1)/2016-MA dated 10th March 2016 issued by Ministry of Micro, Small and Medium Enterprises, Government of India,

prior experience and turnover criteria is not applicable for Startups & MSEs bidders in respect of either of the following situation and no further documents regarding proven-ness will be required to be submitted by these category of bidders:

a) If bidder submits documents to prove the Startup/MSE status for the tendered item without certificate towards quality, assurance and capability from some authority like MSME, NSIC etc., BCCL If needed, may access the technocommercial capability of such bidders to manufacture and deliver goods as per the prescribed quality and technical specification before awarding the contract.

In case there is deficiency in technical capability of the firm, the same will be communicated, clearly indicating that the offer cannot be considered for relaxation against the tender. It will be bidder's responsibility to make suitable improvements in the quality of their product for future tenders. The issues related to technical capability are to be decided by the Head of Technical Department.

Following documents to be submitted by MSEs /Startups for proof of being MSEs/Startup:

1. MSEs bidders have to submit valid documentary evidence (Like UAM, EM Part-II by DIC etc.) for tendered/quoted item(s) as per definition of MSEs shall be as per Public Procurement 2012 with subsequent amendments if any.

OR

2. Startup bidders have to submit valid documentary evidence (like startup recognition documents/startup certificate etc.) for tendered/quoted item(s) as per definition & Eligibility of Startup in line with OM vide letter no. F-20/2/2014 PPD (pt.) dt.25.07.2016 of under Secretary, GOI with subsequent amendments, if any.

Startup bidders have to submit Incorporation/ Registration Certificate of company incorporation Certificate (if applicable). B) The bidder /supplier shall be responsible for supply, installation, commissioning and testing of the ordered material/Loco.

However, the Purchaser reserves the right to obtain the performance directly from the end user of the item / product.

If the bidder fails to submit documentary evidence as mentioned above, the bid may be considered as non-responsive and is likely to be rejected.

C) The bidder /supplier shall be responsible for supply, installation, commissioning and testing of the ordered material/Loco.

D) The supplier shall provide two sets of operation and maintenance manual as also

soft copy of the same. They shall also supply one set of tools and tackles of special type if any required for maintenance of the supplied locomotive.

E) Necessary training shall be imparted to the workmen/supervisors for efficient handling of the supplied locomotive.

F) Warranty spares if any shall be part of the supply of the Locomotive.

G) Undertaking to be submitted by the successful bidder regarding availability of original spare parts for the entire life of the supplied Locomotive. Normal life of locomotive is 15-20 years.

H) The bidder shall have own manufacturing and testing facilities. Documentary evidence in this regard to be submitted by the bidder.

I) The bidder should have their service network within the states of Jharkhand/West Bengal for immediate attending of complaints/emergency.

J) Offered/Supplied Locomotive should be compliant to all safety regulations applicable for such locos.

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