

## Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687749348790

Generated Date | अनुबंध तिथि: 09-Mar-2023

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2022/B/2513657](#)

Organisation Details   संगठन विवरण	Buyer Details   खरीदार विवरण
Type   प्ररूप : Central PSU Ministry   मंत्रालय : Ministry of Coal Department   विभाग : Materials Management Organisation Name   संगठन का नाम : Bharat Coking Coal Limited Office Zone   कार्यालय क्षेत्र : Bccl Dhanbad	Designation   पद : Deputy Manager Contact No.   संपर्क नंबर : 62876-95266- Email ID   ईमेल आईडी : buyer5.bccl.dhn@gembuyer.in GSTIN   जीएसटीआईएन : 20AAACB7934MFZB Address   पता : MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India

Financial Approval Detail   वित्तीय स्वीकृति विवरण	Paying Authority Details   भुगतान प्राधिकरण विवरण
IFD Concurrence   आईएफडी सहमति : Yes Designation of Administrative Approval   प्रशासनिक अनुमोदन का पदनाम : DT OP Designation of Financial Approval   वित्तीय अनुमोदन का पदनाम : CMD	Role : PAO Payment Mode   भुगतान का तरीका : Offline Designation   पद : HOD Purchase Finance Email ID   ईमेल आईडी : pao5.bccl.jh@gembuyer.in GSTIN   जीएसटीआईएन : N Address   पता : MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India Payments shall be made to the seller within 21 days of issue Payment Timelines   भुगतान समयसीमा : 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)

Seller Details   विक्रेता विवरण	
GeM Seller ID   जेम विक्रेता आईडी : DB7718000093331 Company Name   कंपनी का नाम : ESCORTS KUBOTA LIMITED Contact No.   संपर्क नंबर : 09910899401 Email ID   ईमेल आईडी : vivek.malik@escorts.co.in Address   पता : 15/5, Mathura Road, Faridabad, HARYANA-121003, - MSME verified   एमएसएमई सत्यापित : No MSME Registration number   एमएसएमई पंजीकरण संख्या : - GSTIN   जीएसटीआईएन : 06AAACE0074B1ZE	

\*GST / Tax invoice to be raised in the name of | जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा - Consignee

Product Details   उत्पाद विवरण						
#	Item Description   आइटम विवरण	Ordered Quantity   आइटम विवरण	Unit   इकाई	Unit Price (INR)   इकाई मूल्य (INR)	Tax Bifurcation (INR)   कर विभाजन (INR)	Price (Inclusive of all Duties and Taxes in INR)   मूल्य (INR में सभी शुल्क और कर सहित)
1	Product Name   उत्पाद का नाम : ESCORTS HYDRAULIC MOBILE ROUGH TERRAIN CRANE CAPACITY 30 MT Brand   ब्रांड : ESCORTS Brand Type   ब्रांड प्रकार : Registered Brand Catalogue Status   कैटलॉग की स्थिति : Catalogue not verified by OEM Selling As   कैसे बेचा जा रहा है : Reseller not verified by OEM Category Name & Quadrant   श्रेणी का नाम और चतुर्थांश : ESCORTS HYDRAULIC MOBILE ROUGH TERRAIN CRANE CAPACITY 30 MT (Q3) Model   मॉडल : RT 30 HSN Code   एचएसएन कोड : 8426	4	pieces	21,999,754.41	NA	87,999,017.64
Total Order Value   कुल ऑर्डर मूल्य (in INR)						87,999,017.64

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

1	Designation   पद : - Email ID   ईमेल आईडी : rajendra.g5532@nic.in Contact   संपर्क : 9470-596461-628769 GSTIN   जीएसटीआईएन : - Address   पता : Depot Officer, Bera Regional Store, Near Dowari colliera, Bastacolla Area, P.O. Dhansar, Dhanbad., DHANBAD, JHARKHAND-828106, India	ESCORTS HYDRAULIC MOBILE ROUGH TERRAIN CRANE CAPACITY 30 MT	-	1	09-Mar-2023	05-Sep-2023
2	Designation   पद : - Email ID   ईमेल आईडी : rahul.babu@nic.in Contact   संपर्क : 62876-97229- GSTIN   जीएसटीआईएन : 20AAACB7934MFZB Address   पता : Office of Depot Officer , Post Office Lodna, DHANBAD, JHARKHAND., DHANBAD, JHARKHAND-828131, India	ESCORTS HYDRAULIC MOBILE ROUGH TERRAIN CRANE CAPACITY 30 MT	-	1	09-Mar-2023	05-Sep-2023
3	Designation   पद : - Email ID   ईमेल आईडी : s.rabidas@nic.in Contact   संपर्क : 94705-97799- GSTIN   जीएसटीआईएन : 20AAACB7934MFZB Address   पता : Depot Officer, Regional Store, Laikdih, Post Chirkunda, DHANBAD, JHARKHAND-828202, India	ESCORTS HYDRAULIC MOBILE ROUGH TERRAIN CRANE CAPACITY 30 MT	-	1	09-Mar-2023	05-Sep-2023
4	Designation   पद : - Email ID   ईमेल आईडी : surya.sinha@nic.in Contact   संपर्क : 94705-99735- GSTIN   जीएसटीआईएन : 20AAACB7934MFZB Address   पता : Depot Officer, Regional Store, Block-II, P.O.-Nudkhurkee, Dist.-Dhanbad, Jharkhand, Pin code-828307., DHANBAD, JHARKHAND-828307, India	ESCORTS HYDRAULIC MOBILE ROUGH TERRAIN CRANE CAPACITY 30 MT	-	1	09-Mar-2023	05-Sep-2023

#### Product Specification for ESCORTS HYDRAULIC MOBILE ROUGH TERRAIN CRANE CAPACITY 30 MT

Specification   विनिर्देश	Sub-Spec   उप-विनिर्देश	Value   मूल्य
Custom Specification	Custom Specification	Yes

#### Seller Specification Document | विक्रेता विशिष्टता दस्तावेज़:

1. <a href="#">SpecificationDocument1</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/37/43/115/CatalogAttrs/SpecificationDocument/2021/7/21/2021_07_21_17_25_01_technical-specs-escorts-rt-30_2021-07-21-17-25-05_1ad294b9bdb6c838baf544bdf7543128.pdf
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#### Buyer Specification Document | खरीदार विशिष्टता दस्तावेज़:

1. <a href="#">SpecificationDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/778587/54/78/703/CatalogAttrs/SpecificationDocument/2022/9/6/tech-specs-30t-crane_2022-09-06-16-53-51_80f80f3f49484491ad404d6555b273e3.pdf
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#### Corrigendum | शुद्धिपत्र

1. Extended Upto | तक बढ़ाया गया : 2022-10-10 12:00:00

#### ePBG Detail | ईपीबीजी विवरण

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

The bidder shall furnish ePBG as applicable as per bid's terms and conditions | बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा

#### Terms and Conditions | नियम और शर्तें

##### 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 *Buyer Added Bid Specific ATC:*  
Buyer Added text based ATC clauses

1.Years of Past Experience required, Experience criteria and Past Performance clause mentioned in this GeM BID shall be as per Proven-ness criteria given in Buyer Specification

Document as such Experience criteria and Past Performance clause mentioned in this GeM BID stands deleted.

2. In respect of Pre-dispatch inspection clause of ATC of this GeM Bid, it shall be noted that before dispatch, the goods will be inspected by Buyer /GM (Excvn)/HOD or their Authorized Representative only.

Before dispatch, the goods shall not be inspected by Nominated External Inspection Agency.

#### 2.2 Past Project Experience:

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

#### 2.3 Warranty:

Warranty period of the supplied products shall be as given in specifications 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. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

#### 2.4 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.

#### 2.5 Inspection:

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages. When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

#### 2.6 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.

#### 2.7 Service & Support:

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

#### 2.8 Purchase Preference (Centre):

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

#### 2.9 Scope of Supply:

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

#### 2.10 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 %.

#### 2.11 Generic:

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. [Click here to view the file.](#)

#### 2.12 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.

#### 2.13 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.

#### 2.14 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.

**2.15 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.

**2.16 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.

**2.17 Generic**

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

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

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।