

## Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687756331878

Generated Date | अनुबंध तिथि: 31-Mar-2023

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2022/B/2781525](#)

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 : Manager I Contact No.   संपर्क नंबर : 94705-95938- Email ID   ईमेल आईडी : sonu.gupta@nic.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 : GM MM Designation of Financial Approval   वित्तीय अनुमोदन का पदनाम : HOD(F)MM	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 : भुगतान 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 : 910M210002253603 Company Name   कंपनी का नाम : ELECTROTEKNICA ENGINEERING PRIVATE LIMITED Contact No.   संपर्क नंबर : 09830329570 Email ID   ईमेल आईडी : joydip1001@gmail.com Address   पता : 1/5B, RAJA BASANTA ROY ROAD, NEAR KALIGHAT METRO STATION., Kolkata, WEST BENGAL-700026, - MSME verified   एमएसएमई सत्यापित : Yes MSME Registration number   एमएसएमई पंजीकरण संख्या : UDYAM-WB-10-0003592 MSE Social Category   एमएसई सामाजिक श्रेणी : General MSE Gender   एमएसई लिंग श्रेणी : Male GSTIN   जीएसटीआईएन : 19AACCE7023J1ZL	

\*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 : 11 KV VCB PANEL Brand   ब्रांड : ELECTROTEKNICA Brand Type   ब्रांड प्रकार : Unbranded 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 : 11 KV VCB PANEL (Q3) Model   मॉडल : NVCB HSN Code   एचएसएन कोड : 85372000	18	pieces	453,100	NA	8,155,800
2	Product Name   उत्पाद का नाम : 11 KV VCB PANEL Brand   ब्रांड : ELECTROTEKNICA Brand Type   ब्रांड प्रकार : Unbranded 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 : 11 KV VCB PANEL (Q3) Model   मॉडल : NVCB HSN Code   एचएसएन कोड : 85372000	10	pieces	453,100	NA	4,531,000
Total Order Value   कुल ऑर्डर मूल्य (in INR)						12,686,800

## Consignee Detail | परेषिती विवरण

S.No   क्र.सं.	Consignee   परेषिती	Item   वस्तु	Lot No.   लॉट नंबर	Quantity   मात्रा	Delivery Start After   दिनांक के बाद डिलीवरी शुरू करना है	Delivery To Be Completed By   वितरण पूरा कब तक करना है
1	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	11 KV VCB PANEL	-	18	31-Mar-2023	29-Jun-2023
		11 KV VCB PANEL	-	10	31-Mar-2023	29-Jun-2023

## Product Specification for 11 KV VCB PANEL

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/41/68/151/CatalogAttrs/SpecificationDocument/2022/8/4/2022_08_04_16_08_00_vcb-pg-2_2022-08-04-16-08-23_d9850fab52d564778c896eb9e71d64be.pdf
---	--

## Buyer Specification Document | खरीदार विशिष्टता दस्तावेज़:

1. <a href="#">SpecificationDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/995743/54/78/703/CatalogAttrs/SpecificationDocument/2022/11/24/nflp-vcb-11kv-400a_2022-11-24-17-24-46_c70978a6473ccc1ffa596c71063aa3fb.pdf
--	---

## Product Specification for 11 KV VCB PANEL

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/41/68/151/CatalogAttrs/SpecificationDocument/2022/8/4/2022_08_04_16_08_00_vcb-pg-2_2022-08-04-16-08-23_d9850fab52d564778c896eb9e71d64be.pdf
---	--

## Buyer Specification Document | खरीदार विशिष्टता दस्तावेज़:

1. <a href="#">SpecificationDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/995743/54/78/703/CatalogAttrs/SpecificationDocument/2022/11/24/nflp-vcb-3-3-kv-400a_2022-11-24-17-27-01_7cf52234f6e3d16128e047e3b6279e4f.pdf
--	---

## 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 Scope of Supply:

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

## 2.2 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):

Central Mine Planning & Design Institute Ltd (CMPDIL) Ranchi (DETAILS IN BUYER uploaded ATC)

Post Receipt Inspection at consignee site before acceptance of stores:  
GM(E&M) I/C or his authorized representative.

## 2.3 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.

## 2.4 Certificates:

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

## 2.5 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.

## 2.6 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.

## 2.7 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.

## 2.8 Generic:

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

## 2.9 Generic:

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:

As per Buyer specification document.

## 2.10 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.

## 2.11 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

1) Pre-dispatch Inspection shall be done by nominated agency of BCCL i.e. Central Mine Planning & Design Institute Ltd (CMPDIL) Ranchi / their Regional Office (for details visit [www.cmpdi.co.in](http://www.cmpdi.co.in)). Inspection fee @ 1% of total consignment billing (plus statutory levis like GST etc. as applicable on inspection fee) is to be paid to CMPDIL along with inspection cost all letter payable by SBI Collect by seller. The price is to be quoted by the seller inclusive of inspection fees. Minimum 7 calendar days notice shall be given by the manufacturer to CMPDIL for arranging inspection within valid delivery period as per contract. (The clause is already attached in the Buyer uploaded ATC document of ATC section of the Bid )

2) Satisfactory performance certificate of the offered item with same or higher specification, for atleast 1 year from the date of commissioning, issued by respective Buyer Organization for the above Orders shall be uploaded with bid. 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 Department/Private Organizations, the bidder shall submit a self-certificate in the following format along with proof of payment against the Purchase Order/ Rate Contract add commissioning certificates (in case of equipment, P&M etc where erection & commissioning is required):

*"The items covered in the purchase order/ rate contract(s) copies enclosed with our offer have been fully executed and have performed satisfactorily as per the provisions of the respective purchase order/ rate contract(s) and all the complaints lodged by the purchaser, if any, have been attended to and no complaints/ claims are pending."*

3) Warranty: 12 months from date of installation or 18 months from date of supply, whichever is earlier.

4) The successful bidder will have to provide supervision during installation & commissioning of the VCBs in addition to Scope of work mentioned at point 1

## 2.12 Past Project Experience:

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc. Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc.

## 2.13 Buyer Added Bid Specific ATC:

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

**2.14 Warranty:**

Warranty period of the supplied products shall be 1 years 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.

**2.15 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.

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।