

## Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687728226304

Generated Date | अनुबंध तिथि: 14-Mar-2023

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2022/B/2419041](#)

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: Bclcl Dhanbad	Designation   पद: Manager Contact No.   संपर्क नंबर: 94705-95938- Email ID   ईमेल आईडी: mrunal.mehta@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: No Designation of Administrative Approval   प्रशासनिक अनुमोदन का पदनाम: D(T)OP Designation of Financial Approval   वित्तीय अनुमोदन का पदनाम: GM(MM)	Role: PAO Payment Mode   भुगतान का तरीका: Offline Designation   पद: HOD Purchase Finance Email ID   ईमेल आईडी: pao5.bclcl.jh@gembuyer.in GSTIN   जीएसटीआईएन: N Address   पता: MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India

Seller Details   विक्रेता विवरण	
GeM Seller ID   जेम विक्रेता आईडी: 8E1E200001349010 Company Name   कंपनी का नाम: ECOMAN Contact No.   संपर्क नंबर: 09904001978 Email ID   ईमेल आईडी: info@ecomaindia.com Address   पता: 906/4, GIDC, MAKARPURA, Vadodara, GUJARAT-390010, - MSME verified   एमएसएमई सत्यापित: Yes MSME Registration number   एमएसएमई पंजीकरण संख्या: GJ24B0018552 MSE Social Category   एमएसई सामाजिक श्रेणी: General MSE Gender   एमएसई लिंग श्रेणी: Male GSTIN   जीएसटीआईएन: 24ABZPG4301Q1Z7	

\*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: HAMMER CRUSHER Brand   ब्रांड: ECOMAN 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: HAMMER CRUSHER (Q3) Model   मॉडल: 900 X 1500 HSN Code   एचएसएन कोड: HSN not specified by seller	1	set	6,153,700	NA	6,153,700
Total Order Value   कुल ऑर्डर मूल्य (in INR)						6,153,700

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: sahil.sharma@nic.in Contact   संपर्क: 0326-3373144- GSTIN   जीएसटीआईएन: 20AAACB7934MFZB	HAMMER CRUSHER	-	1	14-Mar-2023	10-Sep-2023

Address | पता : Office of Project Officer, Moonidih Coal Washery, Moonidih,  
Dhanbad,  
DHANBAD, JHARKHAND-828129, India

## Product Specification for HAMMER CRUSHER

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/40/67/560/CatalogAttrs/SpecificationDocument/2022/8/26/2022_08_26_11_30_28_reversible-swing-hammer-crusher_2022-08-26-11-30-35_3bab70ef1a36b793a993d0173265b488.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/48366/54/78/703/CatalogAttrs/SpecificationDocument/2022/1/22/reversible-swing-hammer-crusher-technical-specs_2022-01-22-13-12-54_5550f0b09a08c6cd47f7be004184dc4bf.pdf
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## 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) : Supply Installation Testing and Commissioning of Goods

#### 2.2 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.

#### 2.3 Generic

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.

#### 2.4 Generic

OPTIONAL SITE VISIT:

1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder.

YES

2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.

3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

#### 2.5 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 TECHNICAL SPECIFICATION AND BUYER ADDED BID SPECIFIC ATC.

#### 2.6 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.

#### 2.7 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.

#### 2.8 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.

#### 2.9 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.

#### 2.10 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):

NA

Post Receipt Inspection at consignee site before acceptance of stores:  
Authorized Representative/Officer of GM (Washery), Washery Division

#### 2.11 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Authority for issue of Commissioning report : Project Officer, Moonidih Coal Washery.

Guarantee/Warranty - The Supplier shall give a guarantee/warranty for satisfactory performance of the supplied material 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

Provenness Criteria : - Procurement against present tender shall be made for proven products. Provenness criteria shall be as follows:

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 12 months from the date of commissioning.

In support of the above,

- 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 reason 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 nonresponsive and is likely to be rejected.

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:

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 techno-commercial 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).

Other terms and Conditions :

- 1) 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.
- 2) The bidder /supplier shall be responsible for supply, installation, commissioning and testing of the ordered material .
- 3) The ordered machine/Crusher is to be commissioned in place of the existing one and within the space available. Hence, prospective bidders are advised to inspect the site before submitting their offers .
- 4) Two extra/spare sets of hammers (2 x nos. of hammers in a crusher) shall also be provided along with supply of the ordered material/Hammer Crusher .
- 5) The supplier shall provide two sets of operation and maintenance manual.

6) They shall also supply two sets of tools and tackles of special type, if any, required for maintenance of the supplied crusher.

7) Necessary training shall also be imparted to the workmen/supervisors for efficient handling of the supplied crusher.

8) Warranty spares if any shall be part of the supply of machine.

NOTE: Existing motor in BCCL is of 90KW, 990 RPM, NGEF Make

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।