

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687776806234

अनुबंध तिथि | Generated Date : 28-May-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4723517](#)

अनुसूची नाम | Schedule Name: Schedule 1

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्रारूप   Type : Central PSU मंत्रालय   Ministry : Ministry of Coal विभाग   Department : COAL INDIA LIMITED संगठन का नाम   Organisation Name : Bharat Coking Coal Limited कार्यालय क्षेत्र   Office Zone : BCCL Dhanbad Jharkhand	पद   Designation : Assistant Manager8 संपर्क नंबर   Contact No. : 62872-42898- ईमेल आईडी   Email ID : buyer8.bccl.dhn@gembuyer.in जीएसटीआईएन   GSTIN : 20AAACB7934MFZB पता   Address : MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, 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: DT (P&P), BCCL वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval: GM(MM)/HOD-MM(P), BCCL	Role: PAO भुगतान का तरीका   Payment Mode: Offline पद   Designation : Senior Manager ईमेल आईडी   Email ID : pay8.bccl.dhn@gembuyer.in जीएसटीआईएन   GSTIN : 20AAACB7934MFZB पता   Address : MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India भुगतान समयसीमा   Payment Timelines: 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 : 9B1E190000824033 कंपनी का नाम   Company Name : TATA STEEL LIMITED संपर्क नंबर   Contact No. : 09822204524 ईमेल आईडी   Email ID : rakesh.roshan@tatasteel.com पता   Address : 24 HOMI MODY STREET,FORT, Mumbai, MAHARASHTRA-400001, - एमएसएमई पंजीकरण संख्या   MSME Registration number : 33AAACT2803M1ZI (B) , 20AAACT2803M2ZO (M) , 21AAACT2803M1ZN (M) , 20AAACT2803M2ZO (M) , (R) , 19AAACT2803M1Z8 (M) , (M) , (M) , 18AAACT2803M1ZA (M) , 10AAACT2803M1ZQ (M) , 20AAACT2803M2ZO (M) , 21AAACT2803M1ZN (M) , 07AAACT2803M1ZD (M) , 09AAACT2803M1Z9 (M) , 10AAACT2803M1ZQ (M) , 07AAACT2803M1ZD (M) , 09AAACT2803M1Z9 (M) , 27AAACT2803M1ZB (M) , 06AAACT2803M1ZF (M) , 27AAACT2803M1ZB (B) , 20AAACT2803M2ZO (B) , 24AAACT2803M1ZH (B) , 20AAACT2803M2ZO (B)

\*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 : Tata Steel Tubes, Tubulars-Is 1239, Length 6.0 Meter ब्रांड   Brand : Tata ब्रांड प्रकार   Brand Type : Registered Brand कैटलॉग की स्थिति   Catalogue Status : OEM verified catalogue कैसे बेचा जा रहा है   Selling As : OEM श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : Steel Tubes, Tubulars as per IS 1239 (Q3) मॉडल   Model: 150bhpe_no_marking_6.0m एचएसएन कोड   HSN Code: 7306	42	metric tonne	70,036	NA	2,941,512
कुल ऑर्डर मूल्य   Total Order Value (in INR)						2,941,512

## परोक्षी विवरण | Consignee Detail

क्र.सं.   S.No	प्रेषित   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 : con1.bccd.jh@gembuyer.in संपर्क   Contact : 62876-95727- जीएसटीआईएन   GSTIN : 20AAACB7934MFZB पता   Address : Depot Officer, Central Store, Ekra, BCCL, Post Office- BANSJORA, Dhanbad, Jharkhand-828101., DHANBAD, JHARKHAND-828101, India	Tata Steel Tubes,Tubulars-Is 1239, Length 6.0 Meter	-	42	28-May-2024	26-Aug-2024

**Product Specification for Tata Steel Tubes,Tubulars-Is 1239, Length 6.0 Meter**

विनिर्देश   Specification	उप-विनिर्देश   Sub-Spec	मूल्य   Value
ITEM	Types of Item	Heavy black Steel tubes
	Tube end	Plain end
SPECIFICATION	Conformity to indian standard IS 1239(Part 1):latest	Yes
	ISI Marked	Yes
	CML No (HINTS- If ISI Marked)	61929
MANUFACTURE	Method of Manufacturing	ERW
REQUIREMENT	Screw Protection Plastic Cap	No
	Tube External Coating	NA
DIMENSION	Nominal Bore(mm)	150
	Length(in Meter)	6.0
MARKING	Marking per meter as IS Specification	Yes
	Buyer Marking on demand	No
TEST REPORT	Availability of Type Test Reports of the product from Central Govt/NABL/ILAC accredited Lab showing compliance to the specification	Yes
	Test Report No	0
	Test Report date	0
	Name of the Labs	TSL
	Address of the Lab	JAMSHEDPUR
	Test report and approvals to be furnished to the buyer on demand	Yes

**खरीदार परिभाषित अतिरिक्त विशिष्टता के लिए | Buyer Defined Additional Specification for Tata Steel Tubes,Tubulars-Is 1239, Length 6.0 Meter**

विनिर्देश   Specification	मूल्य   Value
BIS	Copy of valid BIS license covering tendered item must be submitted at the time of Bid submission.
TEST REPORT	Test report for leak proof test as per IS 1239 (latest) must be submitted at the time of supply.

**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

**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 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):

CMPDIL

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 Forms of EMD and PBG:**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

BHARAT COKING COAL LIMITED

payable at

DHANBAD

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

**2.6 Forms of EMD and PBG:**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

BHARAT COKING COAL LIMITED

Account No.

10976596836

IFSC Code

SBIN0000066

Bank Name

State Bank of India

Branch address

Bank More, Dhanbad

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

**2.7 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.](#)

**2.8 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.

**2.9 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

**2.10 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:

APPLICABLE FOR SCHEDULE NO 4 HDPE PIPE ONLY SHALL BE AS PER BUYER SPECIFICATION

**2.11 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.

**2.12 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.

**2.13 Generic**

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

**2.14 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.

**2.15 Buyer Added Bid Specific ATC:**

Buyer Added text based ATC clauses

(A) Satisfactory performance certificate (for schedule no 4 HDPE pipe) of the offered HDPE pipe with same or higher specification, for at least 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 proven-ness 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

*"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."*

(B) Exemption from Experience Criteria/Performance criteria for schedule no 4 HDPE pipe: If bidders have submitted documents to prove the Startup/MSE status for the tendered item and their products are ISI marked/DGMS approved/ Proven in CIL or its Subsidiary companies/Proven product of the ancillary unit of a Subsidiary Company of CIL, they will be required to submit the following applicable related documents, for relaxation from the criteria of prior experience and prior turnover:

- a valid BIS Marking License for the quoted items or
- Rate contract issued by CIL/its Subsidiary Companies for the quoted items or
- a valid DGMS Approval certificate for the quoted items or
- Proven Ancillary certificate issued by BCCL for the quoted items.

or if bidders have submitted 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, the bidder needs to submit Proforma for Equipment and Quality Control' (as per Annexure-1) duly filled along with the bid for assessing the technological capability of the vendors to manufacture and deliver goods as per the prescribed quality and technical specification. The document(s) / certificate(s) furnished by the bidder or ISI markings or DGMS approval for any relaxation should be valid on the date of tender opening and a copy of such document(s)/certificate(s) valid on the date of supply, must accompany their bill(s). (Proforma attached in buyer added bid specific ATC document)

NOTE: PROOF OF PAST EXPERIENCE AND PERFORMANCE CLAUSE AT NO 14 & SATISFACTORY PERFORMANCE CLAUSE ABOVE IS APPLICABLE ONLY FOR SCHEDULE 4 HDPE PIPE

C) DOCUMENTS TO BE SUBMITTED BY BIDDERS WHO HAVE SUBMITTED EMD IN FORM OF DD/RTGS / INTERNET BANKING Bidders submitting EMD in the form of DD/RTGS / internet banking shall also submit the following documents along with their bid for Vendor Code Creation to return the EMD amount post finalization of tender:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

**D) Pre-Contract Integrity Pact**

The bidders will have to upload along with their offer, digitally signed Pre-Contract Integrity Pact as per attached format in Bid,

In terms of the Integrity Pact, the Independent External Monitor(s) (IEMs) nominated for this tender are as follows,

Sl	Name of IEM	Address	e-Mail ID
1	Shri Arvind Kumar Kadyan, I DAS(Retd.),	B-2I1, PaschimVihar, New Delhi - 110063	arvindkadyan17@gmail.com
2	Shri Amrit Lugun, IFS(Retd.),	D-1. External Affairs Hostel, K.G. Marg, New Delhi - I10001	asha74lugun@gmail.com

In the event of any dispute between the management and the bidder relating to this Bid/thereafter contracts (where Integrity Pact is applicable), in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. The fees/expenses on dispute resolution shall be equally shared by both the parties.

**E) 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 levies like GST etc. as applicable on inspection fee) is to be paid to CMPDIL along with inspection call 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 as below )**

## PRE-DESPATCH INSPECTION CLAUSE

Pre-dispatch inspection of each consignment shall be carried out by M/s. Central Mine Planning & Design Institute Ltd (CMPDIL), Ranchi/their Regional Office as per the terms and conditions indicated hereunder:

Pre-dispatch inspection shall be carried out by M/s. CMPDIL (the above firm) as per their methodology. The third-Party Inspection shall include examination of raw material, test certificate verification, continuous monitoring of quality assurance by manufacturer which will include regular and surprise visits. In brief, the scope and condition of inspection by M/s. CMPDIL will be as follows:

Checking and approval of test procedures/quality assurance plans.

Verification of records and documents of your works.

Verification of documents and test certificate of bought out items and cross checks.

You shall provide facilities for carrying out all necessary tests as required in the specification at your works else these will be carried out at an independent test house at your cost.

Final testing and checking of materials as per specifications.

M/s. CMPDIL will have full and free access to the premises of manufacturer during the process of manufacturing and during inspection activities.

Inspection fee @ 1% of total consignment billing (plus statutory levies like GST etc., as applicable on inspection fee) is to be paid to M/s. CMPDIL along with inspection call letter payable by SBI Collect by the 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 M/s. CMPDIL for arranging inspection within valid delivery period as per contract.

The ultimate responsibility for supply of correct materials as per requirement of relevant specification lies solely with the manufacturer in spite of clearance/acceptance by inspection authority i.e. M/s. CMPDIL. The manufacturer will be required to replace the material free of cost if found defective/unserviceable/not according to relevant specifications.

The charges for third party inspection and the cost of materials that would be required for destructive tests, if any, shall be reimbursed by BCCL together with the consignment billing. Such cost shall be reimbursed only if it is duly certified by M/s. CMPDIL.

Final inspection shall be arranged by the consignee after receipt of the material at our destination.

The purchaser shall, at its discretion, have the right to test the ordered material in a Government Test House or in a test house nominated by the purchaser. In case of failure of the material after testing the cost of tests as well as of the material shall have to be borne by the supplier.

**Note: The price is to be quoted by the seller inclusive of inspection fees.**

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The manufacturer/firm, intending to submit the Pre-Dispatch Inspection (PDI) Fees online through SB collect has to follow the following steps: -

- i. Visit CMPDI site ([www.cmpdi.co.in](http://www.cmpdi.co.in)).
- ii. Click on the link of State Bank Collect to pay Inspection Fee
- iii. Click the acceptance of terms & conditions and then click the proceed button.
- iv. Next page will open. Here you select the state as *Jharkhand* and then select the type of institution as *PSU-Public Sector Undertaking*, then press *go* button.
- v. Next page will open requesting to you select PSU name, here you select *CMPDI Ltd.* & then press the submit button.
- vi. Next page will open, requesting to select the payment category. Here you select "*INSPECTION FEES*".
- vii. Automatically you will be transferred to next page requesting to you to provide details of

payment. Here you are required to fill the data as requested in each row including the remarks.

viii. After filling all the required data, press the *submit* button, you will be transferred to next page, which will request to verify the details and confirm the details. Press *confirm* button if entry made are correct otherwise press cancel If you press Confirm then you will be transferred to next page where payment option will appear.

ix. On this page you will find the various modes of e-payment of different banks i.e. net-banking, debit card, credit card etc.

x. At this page you are requested to make the payment by selecting the appropriate mode of payments offered by different banks as per your choice.

xi. After making the payment please take out the prints of e-receipt which should subsequently be submitted to us as a proof of payment made to CMPDIL along with inspection call letter.

Xii. The inspection call is required to be submitted online on the email id [gmenm.cmpdi@coalindia.in](mailto:gmenm.cmpdi@coalindia.in), with a copy to [paresh.saxena@coalindia.in](mailto:paresh.saxena@coalindia.in) in the following manner:

- a) A Covering letter on your letter head giving the details of inspection.
  - b) Inspection call duly stamped and signed, addressed to GM (E&M) CMPDI in the required format on your letter head.
  - c) Copy of e-money receipt for the PDT Fee deposited online.
  - d) Copy of the respective complete supplied order against which inspection call is raised.
- All the above four documents are to be submitted in separate POF files.

Xiii. Simultaneously a copy of e-money receipt for the PDI Fee deposited online must be mailed on the email id: [hqfinance@yahoo.com](mailto:hqfinance@yahoo.com), with a copy to [Sandeep.aru@coalindia.in](mailto:Sandeep.aru@coalindia.in)

Note: - The facility for submission of PDI Fee on State Bank Collect will be available from 1<sup>st</sup> to 28th of every month.

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**F)Guarantee/WARRANTY-12 months from the date of installation and commissioning or 18 months from the date of receipt and acceptance at consignee end , whichever is earlier.**

G) TReDS: Trade Receivables Discounting System (TReDS) is an initiative of Reserve bank of India (RBI) to facilitate MSME receivable payments from corporates. BCCL has onboarded TReDS platform through Receivables Exchange of India Ltd (RXIL) (URL - <https://www.rxil.in/Home/Index>). MSE bidders willing to get payment through this system may get registered on TReDS platform and confirm their member code of RXIL in their offer. The bidder may contact Mr. Avinil Dey, Assistant Relationship Manager-Business Development, RXIL, Mob: +91 98754609 74, (email-[avinil.dey@rxil.in](mailto:avinil.dey@rxil.in)) for help in registration.

2.16 Buyer Added Bid Specific ATC:

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

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.