

## Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687760119804

Generated Date | अनुबंध तिथि: 27-Dec-2023

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2023/B/3557249](#)

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 : DT(PP) Designation of Financial Approval   वित्तीय अनुमोदन का पदनाम : GMMM	Role : PAO Payment Mode   भुगतान का तरीका : Offline Designation   पद : Senior Manager Email ID   ईमेल आईडी : pay8.bccl.dhn@gembuyer.in GSTIN   जीएसटीआईएन : 20AAACB7934MFZB 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 : E2C1190000813455 Company Name   कंपनी का नाम : M/S MEDITRON Contact No.   संपर्क नंबर : 08051199899 Email ID   ईमेल आईडी : meditron.enquiry@gmail.com Address   पता : SHED NO-11, SIRTDO INDUSTRIAL ESTATE, BIT MESRA, Ranchi, JHARKHAND-835215, - MSME verified   एमएसएमई सत्यापित : No MSME Registration number   एमएसएमई पंजीकरण संख्या : UDYAM-JH-20-0008777 MSE Social Category   एमएसई सामाजिक श्रेणी : General MSE Gender   एमएसई लिंग श्रेणी : Male GSTIN   जीएसटीआईएन : 20AAMPA2140D1ZQ	

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

Delivery Instructions | वितरण निर्देश : NA

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 : NFLP VCB 11KV 400A Brand   ब्रांड : MEDITRON 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 : NFLP VCB 11KV 400A (Q3) Model   मॉडल : VCB-NFLP-11-400A HSN Code   एचएसएन कोड : 85372000	21	pieces	350,040	NA	7,350,840
Total Order Value   कुल ऑर्डर मूल्य (in INR)						7,350,840

Consignee Detail   परेषिती विवरण						
S.No   क्र.सं.	Consignee   परेषिती	Item   वस्तु	Lot No.   लॉट नंबर	Quantity   मात्रा	Delivery Start After   दिनांक के बाद	Delivery To Be Completed By

					डिलीवरी शुरू करना है	वितरण पूरा कब तक करना है
1	Designation   पद : - Email ID   ईमेल आईडी : con1.bccl.jh@gembuyer.in Contact   संपर्क : 62876-95727- GSTIN   जीएसटीआईएन : 20AAACB7934MFZB Address   पता : Depot Officer, Central Store, Ekra, BCCL, Post Office- BANSJORA, Dhanbad, Jharkhand-828101., DHANBAD, JHARKHAND-828101, India	NFLP VCB 11KV 400A	-	21	27-Dec-2023	26-Mar-2024

### Product Specification for NFLP VCB 11KV 400A

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/48/50/138/CatalogAttrs/SpecificationDocument/2023/7/8/2023_07_08_15_32_54_technical_specification_080720_2023-07-08-15-33-00_610e1517dd0f9edcc7b0b2567abbcad5.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/995743/54/78/703/CatalogAttrs/SpecificationDocument/2023/6/12/11_kv_vcb_400_amps_3-pole__indoor_type_2023-06-12-11-13-18_49c8e47f3b677f4178d708aff10d7e53.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 Generic.

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

##### 2.2 Scope of Supply:

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

##### 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:

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.

##### 2.6 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.

##### 2.7 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.

**2.8 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**

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

**2.11 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 TECHNICAL SPECIFICATION

**2.12 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.

**2.13 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.

**2.14 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

Scope of Supply shall also include suppliers supervision during during installation & commissioning.

Satisfactory performance certificate of the offered item 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 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."

ePBG- ePBG of 20 months from date of supply or 14 months from date of installation, whichever is earlier shall be submitted by the successful bidder after placement of order.

**2.16 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(E&M) I/C OR HIS AUTHORIZED REPRESENTATIVE

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।

