

Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687782374710

Generated Date | अनुबंध तिथि: 28-Nov-2023

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2023/B/3645136](#)

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 MM Contact No. संपर्क नंबर: 62876-95266- Email ID ईमेल आईडी: alok.kumar4440@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(OP), BCCL Designation of Financial Approval वित्तीय अनुमोदन का पदनाम: FD, BCCL	Role: PAO Payment Mode भुगतान का तरीका: Offline Designation पद: Senior Manager Email ID ईमेल आईडी: pay8.bclcl.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: 3021180000117799 Company Name कंपनी का नाम: BEML LIMITED Contact No. संपर्क नंबर: 09900046586 Email ID ईमेल आईडी: mmd@beml.co.in Address पता: 23/1,4TH MAIN ROAD,SAMPANGIRAM NAGAR, BANGALORE, Karnataka-560027, - MSME verified एमएसएमई सत्यापित: No MSME Registration number एमएसएमई पंजीकरण संख्या: - GSTIN जीएसटीआईएन: 29AAACB8433D1ZU	

*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: BE1000-1 HYD EXCAVATOR Brand ब्रांड: BEML LTD 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: BE1000-1 HYD EXCAVATOR (Q3) Model मॉडल: BE1000-1 HSN Code एचएसएन कोड: 84291120	3	set	128,246,214.78	NA	384,738,644.34
Total Order Value कुल ऑर्डर मूल्य (in INR)						384,738,644.34

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 : tarun.k3750@nic.in Contact संपर्क : 62876-96879- GSTIN जीएसटीआईएन : 20AAACB7934MFZB Address पता : Office of Depot Officer ,Regional Store Sijua Area , Post Office BANSJORA (SUB OFFICE), DHANBAD, JHARKHAND, DHANBAD, JHARKHAND-828101, India	BE1000-1 HYD EXCAVATOR	-	2	21-Dec-2023	28-May-2029
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	BE1000-1 HYD EXCAVATOR	-	1	21-Dec-2023	28-May-2029

Product Specification for BE1000-1 HYD EXCAVATOR

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

Seller Specification Document | विक्रेता विशिष्टता दस्तावेज़:

1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/04/27/257/CatalogAttrs/SpecificationDocument/2023/3/7/2023_03_07_18_58_56_be1000-1_2023-03-07-18-58-59_7ee70b005a09c30f124e8c989850587f.pdf
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Buyer Specification Document | खरीदार विशिष्टता दस्तावेज़:

1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/778587/54/78/703/CatalogAttrs/SpecificationDocument/2023/7/4/technical_specifications_2023-07-04-10-25-47_6f59520fde768c91abc937a878b94339.pdf
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Corrigendum | शुद्धिपत्र

1. GeM-Bidding-Corr-4981123-1.pdf : [click here](#) यहां क्लिक करें
2. Extended Upto | तक बढ़ाया गया : 2023-08-22 11:00:00
3. Extended Upto | तक बढ़ाया गया : 2023-08-26 11:00:00

Price Bifurcation Excel File details | मूल्य द्विभाजन एक्सेल फ़ाइल विवरण: [BOQ](#)

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 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.

2.2 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.

2.3 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 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 %.

2.5 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.

2.6 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.
3. The estimated bid is Rs 3562.85 Lakh.
4. Delivery period for equipment as well as spares shall be applicable separately as per Buyer specification documents. In Bid document, total delivery period is mentioned.

Sub: Corrigendum

Following corrigendum are hereby being issued with the approval of competent authority,

(1) Security Deposit,

(i) Security Deposit clause of Annexure-B of uploaded ATC of GeM Bid shall be read as under in place of existing entry,

"The Security Deposit shall be for 10 % of equipment landed value along with maximum annual landed value of Spares & Consumables. Security Deposit is to be submitted by bidders in e-PBG format of GeM as Security Deposit without linking to any particular equipment. The SD shall remain valid till 3 months after the completion of 7 months period from the date of issue of GeM Contract.

The Security Deposit Bank Guarantee will be released within 30 days after completion of supplies and acceptance of material by the consignee, after successful installation & commissioning and on receipt & confirmation of Performance Bank Guarantee(s) for all the equipment covered in the contract. The Bank Guarantee for Security Deposit shall be extended till the Performance Bank Guarantee (s) are submitted by the firm received & accepted by BCCL, failing which Security Deposit will be forfeited."

(ii) Duration of ePBG (security Deposit) required mentioned at second page of GeM Bid will be read as 10 months in place of existing entry.

(2) Performance Bank Guarantee,

Point no.vi of Performance Bank Guarantee of Annexure-B of uploaded ATC of GeM Bid shall be read as under in place of existing entry,

"vi. The PBG(s) shall remain valid till 3 months after the completion of 60 months period from the date of commissioning of respective equipment covered in the contract."

Note: All Other terms and conditions will remain unaltered.

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 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 Service & Support:

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

2.10 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.

2.11 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

2.12 Generic

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

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 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.

2.15 Scope of Supply:

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

2.16 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](#)

2.17 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.

2.18 Buyer Added Bid Specific ATC:

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

2.19 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.

2.20 Price breakup provided by BEML Ltd vide email dtd 12.10.23 & subsequent BEML letter no. BEML/MFM/03XBE1000-1/23-24/802 dtd 18.10.2023 shall be integral part of this GeM contract.

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।