

## Contract



**Contract No:** GEMC-511687784456688

**Generated Date:** 19-Oct-2022

**Bid/RA/PBP No.:** [GEM/2022/B/2015811](#)

**Schedule Name:** Schedule 3

11000831722098 DT.19-Oct-2022

Organisation Details	Buyer Details
Type: Central PSU	Designation: Deputy Manager MM
Ministry: Ministry of Coal	Contact No.: 07116-247092-
Department: Materials Management	Email ID: shshaik@coalindia.in
Organisation Name: Western Coalfields Ltd	GSTIN: 27AAACW1578L1ZW
Office Zone: Western Coalfields Limited / Nagpur	Address: Regional Stores, WCL P.O. Umrer Project Dist. Nagpur M.S. Pin 441204, NAGPUR, MAHARASHTRA-441204, India

Financial Approval Detail	Paying Authority Details
IFD Concurrence: No	Payment Mode: Offline
Designation of Administrative Approval: GM(MM)	Designation: Dy Manager Fin
Designation of Financial Approval: CM(F)	Email ID: sprathi@westerncoal.gov.in
	GSTIN: 27AAACW1578L1ZW
	Address: WCL Hqrs, Coal Estate, Civil Lines, NAGPUR CITY, MAHARASHTRA-440001, India

Seller Details	
GeM Seller ID:	808B190000852753
Company Name:	USHA MARTIN LIMITED
Contact No.:	09320680651
Email ID:	santanu_das@ushamartin.co.in
Address:	Tatisilwai, Tatisilwai, Ranchi, JHARKHAND-835103, -
MSME verified:	No
MSME Registration number:	-
GSTIN:	20AAACU2339M3ZF

\*GST / Tax invoice to be raised in the name of - Consignee

Product Details						
#	Item Description	Ordered Quantity	Unit	Unit Price (INR)	Tax Bifurcation (INR)	Price (Inclusive of all Duties and Taxes in INR)
1	<b>Product Name :</b> WCL Winding Rope 32mm (Q3) (875) <b>Brand :</b> usha martin <b>Brand Type :</b> Registered Brand <b>Catalogue Status :</b> Catalogue not verified by OEM <b>Selling As :</b> Reseller not verified by OEM <b>Category Name &amp; Quadrant :</b> WCL Winding Rope 32mm (Q3) (875) (Q3) <b>Model:</b> WCL Winding Rope 32mm (Q3) (875) <b>HSN Code:</b> HSN not specified by seller	825	meter	1,402.44	<b>GST (18%) :</b> 187,190.085 <b>GST Cess 1 (0%) :</b> 0 <b>GST Cess 2 (0 per accounting unit) :</b> 0 <b>Input Tax Credit (ITC) on GST(100%) :</b> 187,190.085 <b>ITC on GST Cess 1(100%) :</b> 0 <b>ITC on GST Cess 2(100%) :</b> 0	1,157,013
Total Order Value (in INR)						<b>1,157,013</b>

Consignee Detail						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: harishkandula@westerncoal.gov.in Contact: 962-3386330- GSTIN: - Address: WCL Central Stores, Urjagram, Tadali- 442406, CHANDRAPUR, MAHARASHTRA-442406, India	WCL Winding Rope 32mm (Q3) (875)	-	825	19-Oct-2022	16-Feb-2023

Product Specification for WCL Winding Rope 32mm (Q3) (875)		
Specification	Sub-Spec	Value
Custom Specification	Custom Specification	Yes

## Seller Specification Document:

1. [SpecificationDocument1](#)

mkp.gem.gov.in/catalog\_data/catalog\_support\_document/88/81/283/CatalogAttrs/SpecificationDocument/2022/3/29/2022\_03\_29\_10\_21\_10\_techno\_2022-03-29-10-21-12\_917929339dfabdc8ba01ad13ac37b2.pdf

## Buyer Specification Document:

1. [SpecificationDocument](#)

mkp.gem.gov.in/catalog\_data/catalog\_support\_document/buyer\_documents/101575/54/78/703/CatalogAttrs/SpecificationDocument/2022/3/7/winding-rope-32mm\_2022-03-07-11-34-09\_1197f344fb00f198922e3f1186f0b50d.pdf

## Corrigendum

1. **Extended Upto** : 2022-04-04 16:00:00

## General Clauses w.r.t RCM/FCM

- Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.
- For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.
- For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.
- For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess.
- For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

## Terms and Conditions

### 1. General Terms and Conditions-

- This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 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 Purchase Preference (Centre):

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

#### 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 Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name WESTERN COALFIELDS LTD Account No. 10205966091 IFSC Code SBIN0009060 Bank Name STATE BANK OF INDIA Branch address ESTATE BRANCH CIVIL LINES, NAGPUR 440001 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.

#### 2.5 Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

**1.PERFORMANCE BANK GUARANTEE: The successful tenderer has to furnish a performance bank guarantee valid for 18 months from the date receipt and acceptance of last consignment equivalent to 10% value of the contract including taxes and duties etc. to the FOR Destination price of the material on**

order, covering the warranty period. The bank guarantee shall be released after successful completion of the guarantee period after confirmation from GM(E&M) I/C , WCL/Hqrs. The PBG must be submitted within 15 days from the date of placement of order . No payment shall be made without submission of PBG. ( Format of PBG is enclosed as Annexure 6 which is to be submitted physically and through SFMS platform)

( This is in addition to the 3% e-PBG ( Security Deposit ) to be submitted on GeM portal)

## 2. Pre Despatch Inspection

i-The ropes will be inspected by WCL's representative/third party inspection agency at manufacturer's works before despatch of the ropes to ascertain the conformity of the ropes to supply order specifications and relevant IS specifications, as mentioned in the Technical Parameter Sheet. Such inspection shall not, in case of any defect noticed later, entitle the supplier to plead that inspection has been done by the purchaser and absolve them of the obligation

In case pre dispatch inspection by the representative of CMPDIL, The inspection fee as applicable at the time of inspection (presently inspection charges is @ 1% on the Free at Site price (Basic + Fright + Insurance, P&F etc ) + applicable GST (presently @ 18% ) shall be initially paid by vendor to the inspecting agency. The inspection fee @ 1% on Free at Site price will be subsequently reimbursed by the paying authority on production of documentary evidence. However GST on pre-despatch inspection charges shall not be claimed by you vis-à-vis will not be reimbursed by WCL.

Since you are eligible for ITC on GST charged by the inspecting authority for pre-dispatch inspection charges, GST on pre-despatch inspection charges shall not be claimed by you vis-a vis will not be reimbursed by WCL.

Minimum 15 days of advance notice shall be given by the vendor to the inspecting agency to carryout pre dispatch inspection. Necessary tools and tackles etc. to carry out pre dispatch inspection shall be provided by the vendor. In case of any defect in the material supplied in noticed later, pre dispatch inspection shall not entitle the vendor to plead that inspection has been done by WCL's representative / third party before dispatch and shall not absolve the vendor from the contractual obligation.

**CMPDIL Inspecting Authority- GM(E&M) Central Mine Planning & Design Institute Ltd, Gondwana Palace, Kanke Road, Ranchi-834008 , Fax No 0651-2231 185 /2231 447, PH No 0651-2230 238 /2230 272**

**Note:**The Payment of fee shall be made through state bank collect in the hyperlink created on CMPDIL website i.e [www.cmpdi.co.in](http://www.cmpdi.co.in) The payment challan shall be submitted along with the bills in order to claim the re-imburement of pre-dispatch inspection fees from WCL.

**3. The shortfall information/documents/clarification, if required during the evaluation of bids, shall be sought only once.**

### 2.6 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.

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.