

## Contract



**Contract No:** GEMC-511687728913531

**Generated Date:** 30-Jul-2022

**Bid/RA No:** [GEM/2022/B/1918148](#)

**Schedule Name:** Schedule 3

11100831722052 DT.30-Jul-2022

Organisation Details	Buyer Details
Type: Central PSU Ministry: Ministry of Coal Department: Materials Management Organisation Name: Western Coalfields Ltd Office Zone: Western Coalfields Limited / Nagpur	Name: SHAIK SHAHID HUSSAIN Designation: Deputy Manager MM Contact No.: 07116-247092- Email ID: shshaik@coalindia.in GSTIN: 27AAACW1578L1ZW 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 Designation of Administrative Approval: GM(MM) Designation of Financial Approval: CM(F)	Payment Mode: Offline Designation: Dy Manager Fin 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: EA58200001112894 Company Name: SUTLEJ ROPES PRIVATE LIMITED Contact No.: 09316094126 Email ID: santosh@sutlejropes.com Address: 583-584, SUTLEJ ROPES, INDUSTRIAL AREA-B, LUDHIANA, Ludhiana, PUNJAB-141003, - MSME verified: Yes MSME Registration number: PB12B0006349 MSE Social Category: General GSTIN: 03AAHCS7537C1ZJ	

\*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> HAULAGE WIRE ROPE 19MM <b>Brand :</b> SUTLEJ <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> HAULAGE WIRE ROPE 19MM (Q3) <b>Model:</b> HAULAGE WIRE ROPE 19MM <b>HSN Code:</b> HSN not specified by seller	4,000	meter	124.25	<b>GST (18%) :</b> 75,813.559 <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> 75,813.559 <b>ITC on GST Cess 1(100%) :</b> 0 <b>ITC on GST Cess 2(100%) :</b> 0	497,000
Total Order Value (in INR)						<b>497,000</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	HAULAGE WIRE ROPE 19MM	1	2,000	31-Jul-2022	28-Oct-2022
			2	2,000	29-Oct-2022	26-Jan-2023

**Product Specification for HAULAGE WIRE ROPE 19MM**

Specification	Sub-Spec	Value
Custom Specification	Custom Specification	Yes
<b>Seller Specification Document:</b>		
1. <a href="#">SpecificationDocument1</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/24/62/136/CatalogAttrs/SpecificationDocument/2022/3/9/2022_03_09_14_22_22_spe3_2022-03-09-14-22-24_fa49dd81c7b78c8c571209f065d951be.pdf	
<b>Buyer Specification Document:</b>		
1. <a href="#">SpecificationDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/101575/54/78/703/CatalogAttrs/SpecificationDocument/2022/2/2/19mm_2022-02-02-14-30-20_4316d8445c574461e05b41189ebf56bb.pdf	
<b>General Clauses w.r.t RCM/FCM</b>		
<p>1. 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.</p> <p>2. 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.</p> <p>3. 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.</p> <p>4. 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.</p> <p>5. 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.</p>		
<b>Terms and Conditions</b>		
<b>1. General Terms and Conditions-</b>		
<p>1.1 This contract is governed by the <a href="#">General Terms and Conditions</a>, conditions stipulated to this Product/Service as provided in the Marketplace.</p> <p>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</p>		
<b>2. Buyer Added Bid Specific Terms and Conditions-</b>		
<p><b>2.1 Generic:</b>  <b>OPTION CLAUSE:</b> 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.</p>		
<p><b>2.2 Scope of Supply:</b>  Scope of supply (Bid price to include all cost components) : Only supply of Goods</p>		
<p><b>2.3 Purchase Preference (Centre):</b>  <b>Purchase preference to Micro and Small Enterprises (MSEs):</b> 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.</p>		
<p><b>2.4 Certificates:</b>  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.</p>		
<p><b>2.5 Buyer Added Bid Specific ATC</b>  Buyer Added text based ATC clauses</p>		
<p>1.The shortfall information/documents/clarification, if required during the evaluation of bids, shall be sought only once.</p>		
<b>2.PRE DESPACTH INSPECTION:</b>		
<p><b>The haulage ropes will be inspected by WCL's representative/third party inspection agency at manufacturer works before dispatch of ropes to ascertain the conformity of the ropes to supply order specifications, relevant IS specification.</b></p>		

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 by 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-imbusement of pre-dispatch inspection fees from WCL.

### 3. DOCUMENTS TO BE SUBMITTED BY THE BIDDER ALONGWITH THE SUPPLY

i-Works test certificate conducted on rope as per IS:6594-2001.

ii-Inspection report of pre-dispatch inspection.

iii-Notary attested copy of valid BIS license for use of BIS certification mark on the offered ropes as per IS:1856 (complete license including 1st schedule and 2nd schedule and all relevant endorsement shall be submitted).

iv-Technical brochures/leaflets, if any.

**3.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 below 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)

#### PERFORMANCE BANK GUARANTEE FORMAT

M/s.Western Coal Fields Limited,

Civil Lines, Nagpur

Re: Bank Guarantee in respect of Agreement/Contract/Purchase Order vide no..... dated..... Between M/s. Western Coal fields Ltd., Nagpur, and ..... (Name of Supplier Company)

M/s..... a Company having its office at No..... (hereinafter called the "the contractor") has entered into the Agreement/Contract/Purchase Order vide no..... dated..... (hereinafter called the 'the said Agreement') with M/s. Western Coal Fields Limited (herein after called the "the Company") to supply..... Stores/materials amounting to Rs..... on the terms and conditions contained in the said Agreement.

The.....(Name of Bank) (herein after called 'the Bank') having its office at..... Has at the request of Contractor agreed to give the guarantee as hereinafter contained.

We ..... (Name of the Bank) do hereby unconditionally agree with the Company that if the Contractor shall in anyway fail to observe or perform the terms and conditions of the said Agreement or shall commit any breach of its obligations thereunder, the Bank shall on demand and without any objection or demur pay to the company, the said sum of Rs..... or any portion thereof without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same or calling on the Company to compel such payment to the Contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the Company and as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor has disputed its liability to pay or has

disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the Company and the Contractor regarding the claim.

We, the Bank, further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect till the period that will be taken for the performance of the said Agreement which is likely to be the ..... day of..... but if the period of Agreement is extended either pursuant to the provisions in the said Agreement or by mutual agreement between the Contractor and the Company, the Bank shall renew the period of the guarantee failing which it shall pay to the Company the said Sum of Rs..... Or such lesser amount out of the said sum of Rs..... as may be due to the Company and as the Company may demand. This guarantee shall remain in force until the dues of the Company in respect of the said sum of Rs..... Are fully satisfied and the Company certifies that the Agreement has been fully carried out by the contractor and discharges the guarantee.

The Bank further agrees with the Company that the Company shall have the fullest liberty without the consent of the Bank and without affecting in anyway the obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend the time for performance of the said Agreement from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the contractor and to forebear to enforce any of the terms and conditions relating to the said Agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the contractor or through any forbearance, act or omission on the part of the company or any indulgence by the Company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of relieving or discharging the Guarantor.

The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the Company the said sum of Rs..... or such lesser sum as may then be due to the Company and the Company may require.

Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs..... Only. The guarantee shall remain in force till the ..... day of ..... 20... and unless the guarantee is renewed or a claim is preferred against the Bank within the validity period and /or the claim period from the said date, all rights of the Company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

The Bank has under its constitution power to give this guarantee and ..... [Name of the person (s)] who have signed it on behalf of the Bank has authority to do so.

Dated this..... Day of .....20.....

Place.....

Signature of authorized person(s)

For and on behalf of the Bank.

**2.6 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 COAL 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.

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