

## Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687706021336

Generated Date | अनुबंध तिथि: 02-May-2023

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2022/B/2543880](#)

Schedule Name | अनुसूची नाम: Schedule 1

Organisation Details   संगठन विवरण	Buyer Details   खरीदार विवरण
Type   प्ररूप: Central PSU	Designation   पद: Manager
Ministry   मंत्रालय: Ministry of Coal	Contact No.   संपर्क नंबर: 0712-2511381-
Department   विभाग: Materials Management	Email ID   ईमेल आईडी: alokkumar@westerncoal.gov.in
Organisation Name   संगठन का नाम: Western Coalfields Ltd	GSTIN   जीएसटीआईएन: 27AAACW1578L1ZW
Office Zone   कार्यालय क्षेत्र: Western Coalfields Limited / Nagpur	Address   पता: WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA-440001, India

Financial Approval Detail   वित्तीय स्वीकृति विवरण	Paying Authority Details   भुगतान प्राधिकरण विवरण
IFD Concurrence   आईएफडी सहमति: Yes	Role: PAO
Designation of Administrative Approval   प्रशासनिक अनुमोदन का पदनाम: GM MM P	Payment Mode   भुगतान का तरीका: Offline
Designation of Financial Approval   वित्तीय अनुमोदन का पदनाम: GM Finance	Designation   पद: Dy Manager Fin
	Email ID   ईमेल आईडी: sprathi@westerncoal.gov.in
	GSTIN   जीएसटीआईएन: 27AAACW1578L1ZW
	Address   पता: WCL Hqrs, Coal Estate, Civil Lines, NAGPUR CITY, MAHARASHTRA-440001, India

Seller Details   विक्रेता विवरण	
GeM Seller ID   जेम विक्रेता आईडी: B5F7180000631769	Company Name   कंपनी का नाम: DRILBITS INTERNATIONAL PRIVATE LIMITED
Contact No.   संपर्क नंबर: 09130002431	Email ID   ईमेल आईडी: dek@drilbits.com
Address   पता: PLOT NO.66,MIDC INDUSTRIAL AREA,SATPUR,NASHIK, Nashik, MAHARASHTRA-422007, -	MII Status   एमआईआई स्थिति: True
MSME verified   एमएसएमई सत्यापित: Yes	MSME Registration number   एमएसएमई पंजीकरण संख्या: UDYAM-MH-23-0010333
MSE Social Category   एमएसएमई सामाजिक श्रेणी: General	MSE Gender   एमएसएमई लिंग श्रेणी: Male
GSTIN   जीएसटीआईएन: 27AACCD1726B1Z8	

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

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: Tricone Rock Roller Drill Bits 6 1by4 Milled Tooth Brand   ब्रांड: DBIPL 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: BOQ (Q3) Model   मॉडल: 6 1/4" G32M HSN Code   एचएसएन कोड: 82071300	360	pieces	23,600	NA	8,496,000
Total Order Value   कुल ऑर्डर मूल्य (in INR)						8,496,000

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: shailesh.nimbale@nic.in Contact   संपर्क: 07239-241341- GSTIN   जीएसटीआईएन: 27AAACW1578L1ZW	Tricone Rock Roller Drill Bits 6 1by4 Milled Tooth	-	360	02-May-2023	30-Aug-2023

Address | पता : WCL Central Stores, Urjagram, Tadali- 442406,  
CHANDRAPUR, MAHARASHTRA-442406, India

## Specification | विनिर्देश 1

[Specification Document | विशिष्टता दस्तावेज़](#)

[Buyer BOQ Document | क्रेता बीओक्यू दस्तावेज़](#)

[Compliance of BOQ Specification And Supporting Document | बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन](#)

**Note | टिप्पणी:** Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

## ePBG Detail | ईपीबीजी विवरण

Advisory Bank | सलाहकार बैंक :

ICICI

ePBG Percentage(%) | ईपीबीजी प्रतिशत (%) :

3.00

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 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.

#### 2.3 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.

#### 2.4 Generic

Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

#### 2.5 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.

#### 2.6 Scope of Supply:

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

#### 2.7 OEM

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

#### 2.8 Forms of EMD and PBG:

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

WESTERN COALFIELDS LIMITED

payable at

NAGPUR

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.

#### 2.9 Forms of EMD and PBG:

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

WESTERN COALFIELDS LIMITED

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.

**2.10 Forms of EMD and PBG:**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

WESTERN COALFIELDS LIMITED

payable at

NAGPUR

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

**2.11 Buyer Added Bid Specific ATC:**

Buyer Added text based ATC clauses

Details of the schedule is as [below](#).

Evaluation Schedules	Item Description as per the specification document	Item/Category in the bid document	Item/Category with unit of measurement
Schedule 1	Tricone Rock Roller Drill Bits 6-¼" Milled Tooth	Tricone Rock Roller Drill Bits 6 1by4 Milled Tooth	Tricone Rock Roller Drill Bits 6 1by4 inches Milled Tooth
Schedule 2	Tricone Rock Roller Drill Bits 6-¼" Tungsten Carbide	Tricone Rock Roller Drill Bits 6 1by4 Tungsten Carbide	Tricone Rock Roller Drill Bits 6 1by4 inches Tungsten Carbide
Schedule 3	Tricone Rock Roller Drill Bits 9-7/8" Milled Tooth	Tricone Rockroller Drillbits 9 7by8 Milled Tooth	Tricone Rockroller Drill bits 9 7by8 inches Milled Tooth

Performance Bank Guarantee:- The successful bidder shall submit the Performance Bank Guarantee equivalent to 10% value of the contract value against which the 100% payment shall be released. The Performance Guarantee shall be valid for a period of 18 months from the date of receipt and acceptance of the material to cover the Guarantee/ Warranty period. The PBG shall be released after satisfactory completion of the Guarantee / Warranty Period upon confirmation of GM(Excv) HOD, WCL Hqrs or extended as deemed fit.

## ANNEXURE - 1

### PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

( To be submitted by the Startups / MSE firms who claim the relaxation of the prior turnover and prior experience criteria, as per cl no: 23G of the NIT )

Reference : Western Coalfields Ltd Hqrs\_\_ TenderNo.\_\_\_\_\_ Date\_\_\_\_\_ for supply of\_\_\_\_\_

1. Name and Address of the Firm

2. (a) Telephone No. office/factory/works

(b) Fax No. / E-mail ID

3. Location of manufacturing works/factories owned by the firm (documentary evidence of ownership must be produced).

4. Brief description of the factory (i.e. area covered accommodation, Department into which it is divided, laboratory etc.)

5. Details of plant and machinery erected and functioning in each department (monographs and description pamphlets) be supplied if available.

6. Whether the process of manufacture in the factory is carried out with the aid of power or without it.
7. Process Flow Chart for the whole manufacturing process of the tendered item
8. Details and stocks of raw materials held.
9. Production capacity of items quoted for with the existing plants and machinery
  - (a) Normal
  - (b) Maximum
10. Details of Quality Assurance Plan and Quality Control Infrastructure such as laboratories etc.
11. (a) Details of technical supervisory staff in-charge of production and quality control.
  - (b) Skilled labour employed.
  - (c) Unskilled labour employed
  - (d) Maximum number of workers (skilled and unskilled) employed on any day during 18 months preceding the date of application.
12. Whether stores were tested to any standard specification, if so, copies of original test certificate should be submitted in duplicate.

(Signature of Tenderer)

NB: Details against si nos. 5 to 12 inclusive need be restricted to the extent they pertain to the items under reference.

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## **ANNEXURE - 2**

### **RELAXATION OF NORMS FOR STARTUPS & MSEs in Public procurement regarding prior experience criteria:**

As per Department of Expenditure, Ministry of Finance OM No. F.20/2/2014/PPD-(Pt) dated 25.07.2016 circulated vide note F. No. 24/2/2013/Fin-I dated 02.08.2016, relaxation of the condition of prior turnover and prior experience in public procurement has been extended to all Micro and Small Enterprises and Startups (whether MSE or not) subject to meeting of quality and technical specifications, i.e. must have the technical capability to deliver the goods and services as per prescribed technical and quality specifications.

Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro Small and Medium Enterprises (MoMSME) and MSEs registered under the Udyog Adhar Memorandum are eligible for claiming relaxation, on submission of self attested copy of valid document in support of their MSE status

Startups means an entity, incorporated or registered in India not prior to ten years, with annual turnover not exceeding Rs. 100 crores in any preceding financial year, working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation. Provided that such entity is not formed by splitting up, or reconstruction of a business already in existence. Provided also that an entity shall cease to be a startup if its turnover for the previous financial years has exceeded Rs. 100 crores or it has completed 10 years from the date of incorporation/ registration. In order to avail benefits provided to Startups, the entity is to be recognized by DPIIT [GSR No. 127(E) dated 19.02.2019 of Gazette of India]. Self attested copy of the valid Registration with DPIIT shall be submitted alongwith the offer.

Accordingly the Prior experience and turn over criteria is not applicable for startups & MSEs in this tender in respect of either of the following situations and no further documents regarding provenness will be required to be submitted by these bidders.

a) If bidders have submitted documents to prove the Startup / MSE status for the tendered item and submitted the attested copy of the certificate towards quality assurance and capability from some authority like MSME, NSIC etc.

b) However, If bidders have submitted documents to prove their Startup / MSE status for the tendered item but without certificate towards quality assurance and capability from some authority like MSME, NSIC etc., the tender inviting authority, if needed, may assess the techno commercial capability of these vendors to manufacture and deliver goods as per the prescribed quality and technical specification before awarding contract to them. For this purpose, a 'Proforma for Equipment and Quality Control' (as per Annexure- 1) has been enclosed in the tender documents and such MSEs/ Startups should submit the details of plant & machinery, quality control arrangements, etc., in the above proforma along with their bids for verification of their technical capability. After opening of bids, the verification of technical capability may be done by the concerned Technical Department.

If required, a techno-commercial team of the organization may visit the manufacturing unit of the vendor for quick finalization of tenders.

In case there is deficiency in technical capability of the firm, the same shall be communicated to them by TIA for improvement in the quality of their product for future tenders and clearly indicate that their offer cannot be considered for relaxation against the tender in question in order to avoid any future complications. The issues relating to Technical capability shall be decided by the Head of the Technical Department.

c) If favorable technical capability reports obtained earlier on such firms for supply of the item in question as per the required specification is available, these may be considered for granting relaxation to the criteria of prior experience and prior turnover provided date of such reports are not more than one year from the date of opening of bids.

d) 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, duly notarized, 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 the Subsidiary Companies for the quoted items.

The document(s)/certificate(s) furnished by the bidders for 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, duly notarized, must accompany their bill(s).

**FORMAT FOR SELF-CERTIFICATION OF PERFORMANCE**

(On the Letter Head of Bidder)

**Format for self-certification of Performance**  
(On the Letter Head of Bidder)

Tender No. ....

We certify that the items covered in the Purchase order(s)/ Rate contract(s) copies enclosed with our offer have been fully executed and have performed satisfactorily for a period of not less than twelve (12) months from the date of commissioning and all the complaint(s)/Claims lodged by the purchaser, if any, have been attended to and no complaints/claim(s) are pending.

SI no	NIT Item Description	Offered product	Supply order issuing authority	Supply Order No.	Date of Supply Order (in DD/MM/YYYY format)	Rate Contract No with Date, if any	Qty	Date of Commissioning (in DD/MM/YYYY format)

[Note: In case, any specific Purchase Order(s) has/ have not been fully executed and any complaint/ claim is pending, then details of such cases are to be categorically mentioned with the reasons thereof so that decision making is in clear perspective without any hidden facts in the subject matter.]

The authenticity of the self-certificate as well as other documents submitted/uploaded by the bidder will solely be their responsibility and If the above mentioned declaration / information / documents submitted by the bidder are subsequently found false or forged / tampered in any way, the total responsibility shall lie with bidder and WCL reserve the full right to take suitable penal action as deemed fit including banning of business , apart from forfeiture of EMD , security deposit etc.]

However, WCL reserves the right to obtain the performance directly from the end user of the item/product.]

Name &amp; Signature of bidder :

Designation :

(Seal of the Bidder) :

**Re : Bank Guarantee in respect of Agreement / Contract / Purchase Order vide no ..... dated..... between Western Coalfields Limited and ..... (Name of Supplier Company)**

**Messers ..... a Company / Firm having its office at No. .... (hereinafter called 'the Contractor') has entered into the Agreement / Contract / Purchase Order vide no ..... dated ..... (hereinafter called 'the said agreement') with Coal India Limited, Kolkata on behalf of Western Coalfields Limited (Name of the Purchaser Company) hereinafter called ('the Company') to supply..... stores / materials amounting to Rs..... on the terms and conditions contained in the said agreement.**

**The .....(name of the bank) (hereinafter called 'the bank') having its Office at ..... has at the request of the 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 any way fail to observe or perform the terms and condition 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 by 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.....and interest are fully satisfied and the company certifies that the agreement regarding re-payment of the said sum of Rs..... 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 any way 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 forbear 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 as 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 / of 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) who has signed it on behalf of the Bank has authority to do so.**

The details of beneficiary bank for sending details of BG under SFMS Platform is furnished below

Name of beneficiary and details	
Name	Western Coalfields Ltd
Area	Head Quarter
Bank A/c No: / Cust ID of beneficiary	Current Account no: 005905018053; Customer Id: 556096497 ; ICICI Bank Ltd, Commercial Banking, 9C/A& 9C/B, Ground Floor, Shriram Towers, LIC Square, Nagpur - 440001, Maharashtra
IFSC code	ICIC0000059
Bank Manager Name & Ph no:	UJJWAL KITE: Ph n: 0712-6627389
<b>BG ADVISING MESSAGE - 760COV / 767COV via SFMS</b>	
Field Number	Particulars
7035	ICICI0000059
7037	WCL556096497

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

Place

Signature of the authorized person

For and on behalf of the Bank

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।