

Contract

12000830121169 7-Oct-2021

Contract No: GEMC-511687757803304 Generated Date: 05-Oct-2021 Bid/RA/PR No:<u>GEM/2021/B/1394991</u>

Schedule Name: Schedule 3

Orga	anisation Deta	ails			Bu	yer De	tails						
Type:		Central PS	SU		Desi	ignation:		Assista	ant Mana	ger MM			
1inistr	ry:	Ministry o	of Coal		Cont	Contact No.: 0712-			12-2511383-5824				
•	tment:		Manageme			Email ID:		sachin.		in.khodke@nic.in			
-	isation Name:	ion Name: Western Coalfields Ltd			GST	IN:			7AAACW1578L1ZW				
Office	Zone: Western Coalfields Limited / Nagpur				Add	Address:		WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA-440001, India					
Financial Approval Detail IFD Concurrence: No Designation of Administrative Approval: General Manager-MM Designation of Financial Approval: Chief Manager-Finance					Payr er-MM Desi	ying A ment Moo ignation: ail ID:		ity Details Offline Dy Manager Fin sprathi@westerncoal.gov.in					
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Solla	er Details												
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	eller ID: any Name:			30211800001173 BEML LIMITED	651								
	ct No.:			09900046586									
Email				mmd@beml.co.ir	ı								
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4SME	verified:			No									
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STIN	:				ZW , 21AAACB8433 ZU , 08AAACB8433		1AAACB8	3433D1Z0	C, 36AA	ACB8433D	1ZZ	, 27AAACB84	33D1ZY ,
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	T / Tax invoic luct Details ltem Descrip			the name of the na	of - Consignee				Ordere Quanti	Unit	т	Lead Time(Days)	of all Duties a Taxes i
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Statistication/Document1 mkp.gem.gev.in/statisgdstay/attigupport_dscument/04/27/257/Catisg_AttrySpecification	Custom Specification	Custom Specification	Yes
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Ferms and Conditions Ferms and Conditions General Terms and General Terms General Conditions General G	<u>SpecificationDocument</u>	gAttrs/SpecificationDocument/2021/7/29/merged_doc_t 07-29-1	
 General Terms and Conditions- 1. This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordation of the General Terms and Conditions (GTC) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special arms and Conditions (GTC) and or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable 2. Terms of delivery: Free Delivery at Stie including loading; unless otherwise superseded by Goods / Services specific Special arms and Conditions (GTC) as applicable 2.1 Contract delivery: Free Delivery at Stie including loading; unlessence of tiems requiring installation and / or commissioning and orrives in the scope of supply (as indicated in respective product category specification / STC / ATC), and the cost of the same is also included he Contract price. 2.1 Contracted goods should be delivered at the consignee or designated delivery. 2.2 A copy of the contract should be available with the messenger / dispatching agency that delivers the Goods at consignee / delivery location as per the working time of the buying organisatio referrally pasted / attached outside the consignment / package) for easy reference and ease in delivery acceptance. 3. Delivery period: The Delivery Period/Time shall be essence of the Contract and edivery must be completed not later than such date(s). Any nodification therets shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC. 4. Performance Security: If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the user to first active in whole or in part, the Performance Security furnished by the Seller. 5. Taxes and Duties: Contract Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges e treak up of ST shall be indicated by the	5		
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contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract 10 Financial Certificate: 10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority. 10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year. 10.3 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered. 11 The bidder should submit a self declaration to the effect in bidder's official letter head that their agency have not been black listed by an Agency whatsoever till date.	.8 Resolution of disputes: The provisions of DIS	PUTE RESOLUTION BETWEEN BUYER AND SELLER as giver	n in the GTC shall be applicable here.
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Agency whatsoever till date.	1.10.3 I have been fully authorized by the depart	ment to sign the supply order or incur the liability of the	Goods being ordered.
2. Additional Terms and conditions-		to the effect in bidder's official letter head that their age	ency have not been black listed by any
	2. Additional Terms and conditions-		
	2.1 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 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

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

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