

Contract



Contract No: GEMC-511687797904024

Generated Date: 16-Apr-2022

Bid/RA/PR No: [GEM/2022/B/1874668](#)

Organisation Details Type: Central PSU Ministry: Ministry of Coal Department: Materials Management Organisation Name: Bharat Coking Coal Limited Office Zone: Bccl Dhanbad	Buyer Details Designation: Assistant Manager Contact No.: 62876-95937- Email ID: buyer9.bccl.dhn@gembuyer.in GSTIN: 20AAACB7934MFZB Address: MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India
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Financial Approval Detail IFD Concurrence: Yes Designation of Administrative Approval: D(T)OP, BCCL. Designation of Financial Approval: GM(MM), BCCL.	Paying Authority Details Payment Mode: Offline Designation: HOD Purchase Finance Email ID: pao5.bccl.jh@gembuyer.in GSTIN: N Address: MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India
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Seller Details GeM Seller ID: 2UXJ210002044006 Company Name: OPG POWER SYSTEMS PRIVATE LIMITED Contact No.: 09831012370 Email ID: opgps1@rediffmail.com Address: KUMRAKHALI, NARENDRAPUR, NARENDRAPUR, South 24 parganas, WEST BENGAL-700103, - MSME verified: Yes MSME Registration number: UDYAM-WB-18-0000574 MSE Social Category: General MSE Gender: Male GSTIN: 19AAACO3394G1ZA	
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*GST / Tax invoice to be raised in the name of - Consignee

#	Item Description	Ordered Quantity	Unit	Unit Price (INR)	Tax Bifurcation (INR)	Price (Inclusive of all Duties and Taxes in INR)
1	Product Name : 11KV VCB Panel (six Panel) 400A 13.1KA Brand : OPG POWER SYSTEMS PRIVATE LIMITED Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM Category Name & Quadrant : 11KV VCB Panel (six Panel) 400A 13.1KA (Q3) 11KV VCB Panel (six Panel) 400A 13.1KA HSN not specified by seller	4	pieces	798,993.9	GST (18%) : 487,521.702 GST Cess 1 (0%) : 0 GST Cess 2 (0 per accounting unit) : 0 Input Tax Credit (ITC) on GST(100%) : 487,521.702 ITC on GST Cess 1 (0%) : 0 ITC on GST Cess 2 (0%) : 0	3,195,975.6
2	Product Name : 11KV VCB Panel (six Panel) 400A 13.1KA Brand : OPG POWER SYSTEMS PRIVATE LIMITED Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM Category Name & Quadrant : 11KV VCB Panel (six Panel) 400A 13.1KA (Q3) 11KV VCB Panel (six Panel) 400A 13.1KA HSN not specified by seller	10	pieces	473,903.26	GST (18%) : 722,903.278 GST Cess 1 (0%) : 0 GST Cess 2 (0 per accounting unit) : 0 Input Tax Credit (ITC) on GST(100%) : 722,903.278 ITC on GST Cess 1 (0%) : 0 ITC on GST Cess 2 (0%) : 0	4,739,032.6
3	Product Name : 11KV VCB Panel (six Panel) 400A 13.1KA Brand : OPG POWER SYSTEMS PRIVATE LIMITED Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM Category Name & Quadrant : 11KV VCB Panel (six Panel) 400A 13.1KA (Q3) 11KV VCB Panel (six Panel) 400A 13.1KA HSN not specified by seller	4	pieces	597,247.94	GST (18%) : 364,422.472 GST Cess 1 (0%) : 0 GST Cess 2 (0 per accounting unit) : 0 Input Tax Credit (ITC) on GST(100%) : 364,422.472 ITC on GST Cess 1 (0%) : 0 ITC on GST Cess 2 (0%) : 0	2,388,991.76

Total Order Value (in INR)

10,323,999.96

Consignee Detail

S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: surya.sinha@nic.in Contact: 94705-99735- GSTIN: 20AAACB7934MFZB Address: Depot Officer, Regional Store, Block-II, P.O.-Nudkharkee, Dist.-Dhanbad, Jharkhand, Pin code-828307., DHANBAD, JHARKHAND-828307, India	11KV VCB Panel (six Panel) 400A 13.1KA	-	4	16-Apr-2022	15-Jul-2022
		11KV VCB Panel (six Panel) 400A 13.1KA	-	10	16-Apr-2022	15-Jul-2022
		11KV VCB Panel (six Panel) 400A 13.1KA	-	4	16-Apr-2022	15-Jul-2022

Product Specification for 11KV VCB Panel (six Panel) 400A 13.1KA

Specification	Sub-Spec	Value
Custom Specification	Custom Specification	Yes

Seller Specification Document:

1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/15/83/566/CatalogAttrs/SpecificationDocument/2021/12/27/2021_12_27_19_42_26_11-kv-vcb-panel-six-panel-400a-_2021-12-27-19-42-37_251c6323f08 0ed7e8ceb618613b2cd9e.pdf
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Buyer Specification Document:

1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/752807/54/78/703/CatalogAttrs/SpecificationDocument/2022/1/19/incomer_2022-01-19-10-25-40_ee37762fbf4d225327bf1774b0bb78a6. pdf
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Product Specification for 11KV VCB Panel (six Panel) 400A 13.1KA

Specification	Sub-Spec	Value
Custom Specification	Custom Specification	Yes

Seller Specification Document:

1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/15/83/566/CatalogAttrs/SpecificationDocument/2021/12/27/2021_12_27_19_42_26_11-kv-vcb-panel-six-panel-400a-_2021-12-27-19-42-37_251c6323f08 0ed7e8ceb618613b2cd9e.pdf
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Buyer Specification Document:

1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/752807/54/78/703/CatalogAttrs/SpecificationDocument/2022/1/19/outgoing_2022-01-19-10-27-55_6d79c51eb5ca828020b7733914faa8d9 .pdf
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Product Specification for 11KV VCB Panel (six Panel) 400A 13.1KA

Specification	Sub-Spec	Value
Custom Specification	Custom Specification	Yes

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1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/15/83/566/CatalogAttrs/SpecificationDocument/2021/12/27/2021_12_27_19_42_26_11-kv-vcb-panel-six-panel-400a-_2021-12-27-19-42-37_251c6323f08 0ed7e8ceb618613b2cd9e.pdf
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Buyer Specification Document:

General Clauses w.r.t RCM/FCM

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.
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.
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.
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.
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.

Terms and Conditions

1. General Terms and Conditions-

- 1.1 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable
- 1.2 Terms of delivery: Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), and the cost of the same is also included in the Contract price.
 - 1.2.1 Contracted goods should be delivered at the consignee or designated delivery location as per the working time of the buying organisation. Seller may get the same confirmed from consignee before scheduling delivery.
 - 1.2.2 A copy of the contract should be available with the messenger / dispatching agency that delivers the Goods at consignee / delivery location (preferably pasted / attached outside the consignment / package) for easy reference and ease in delivery acceptance.
- 1.3 Delivery period: The Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s). Any modification thereto shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC.
- 1.4 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 Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.
- 1.5 Taxes and Duties: Contract Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising invoice / bill on GeM. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.
- 1.6 Octroi Duty and / or other local taxes:Contract Prices are all inclusive hence no reimbursement over and above the contract price(s) shall be allowed to seller towards payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).
- 1.7 Limitation of Liability: The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.
- 1.8 Resolution of disputes: The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.
- 1.9 Liquidated Damages: If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the 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 any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.
- 1.10 Financial Certificate:
 - 1.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.
 - 1.10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.
 - 1.10.3 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.
- 1.11 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 any Agency whatsoever till date.

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Scope of Supply:

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

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

2.4 Warranty:

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 15 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

2.5 Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. 12 months from the date of installation or 18 months from the date of supply whichever is earlier.

2. Pre-dispatch Inspection shall be done by nominated agency of BCCL i.e. Central Mine Planning & Design Institute Ltd (CMPDIL) Ranchi / their Regional Office (for details visit www.cmpdi.co.in). Inspection fee @ 1% of total consignment billing (plus statutory levies like GST etc. as applicable on inspection fee) is to be paid to CMPDIL along with inspection call letter payable by SBI Collect by seller. The price is to be quoted by the seller inclusive of inspection fees. Minimum 7 calendar days notice shall be given by the manufacturer to CMPDIL for arranging inspection within valid delivery period as per contract. (The clause is already attached in the Buyer uploaded ATC document of ATC section of the Bid.

2.6 Buyer Added Bid Specific ATC

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

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