

Contract



Contract No: GEMC-511687767863569

Generated Date: 05-Dec-2022

Bid/RA/PBP No.: [GEM/2022/B/2385948](#)

Schedule Name: Schedule 1

Organisation Details	Buyer Details
Type: Central PSU Ministry: Ministry of Coal Department: Materials Management Organisation Name: Bharat Coking Coal Limited Office Zone: Bccl Dhanbad	Designation: Manager I Contact No.: 62876-95270- Email ID: sonu.gupta@nic.in GSTIN: 20AAACB7934MFZB Address: MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India

Financial Approval Detail	Paying Authority Details
IFD Concurrence: Yes Designation of Administrative Approval: GM MM Designation of Financial Approval: HOD(F)MM	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 Payment Timelines: Payments shall be made to the seller within 21 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10-days time as provided in clause 12 of GeM GTC)

Seller Details	
GeM Seller ID: WWWO220006942330 Company Name: A. K. ENGINEERING CO. Contact No.: 09830065591 Email ID: akenggco@gmail.com Address: 81/2.A. K. ENGINEERING CO., NOOR MOHAMMED MUNSHI LANE, HOWRAH, Howrah, WEST BENGAL-711101, - MSME verified: Yes MSME Registration number: UDYAM-WB-08-0020233 MSE Social Category: General MSE Gender: Male GSTIN: 19ADCPA9971H1ZC	

*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	Product Name : 132 KV MOTORISED ISOLATORS WITH EARTH SWITCH Brand : AKE Brand Type : Registered Brand Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM Category Name & Quadrant : 132 KV MOTORISED ISOLATORS WITH EARTH SWITCH (Q3) Model: AS PER SPECIFICATION HSN Code: HSN not specified by seller	14	set	262,779	NA	3,678,906
Total Order Value (in INR)						3,678,906

Consignee Detail						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: amitn.beck@nic.in Contact: -9470596681- GSTIN: 20AAACB7934MFZB	132 KV MOTORISED ISOLATORS WITH	-	14	05-Dec-2022	05-Mar-2023

Address: BCCL P B Area, Post:
KUSUNDA,
DHANBAD, JHARKHAND-828116,
India

EARTH SWITCH

Product Specification for 132 KV MOTORISED ISOLATORS WITH EARTH SWITCH

Specification	Sub-Spec	Value
Custom Specification	Custom Specification	Yes

Seller Specification Document:

1. [SpecificationDocument1](#)

mkp.gem.gov.in/catalog_data/catalog_support_document/24/35/476/CatalogAttrs/SpecificationDocument/2022/9/7/2022_09_07_16_30_19_spec_2022-09-07-16-30-22_c489585053eb29ce4e55fba4f0ae9d0e.pdf

Buyer Specification Document:

1. [SpecificationDocument](#)

mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/995743/54/78/703/CatalogAttrs/SpecificationDocument/2022/7/26/132-kv-motorised-isolators-without-earth-switch_2022-07-26-17-03-46_19aa27bdeaa78bcc6f4d1f68e6913936.pdf

Corrigendum

1. **Extended Upto** : 2022-09-05 11:00:00
2. **Extended Upto** : 2022-09-08 11:00:00

Terms and Conditions

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 Scope of Supply:

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

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:

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

2.5 Inspection:

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:

Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC)N/A

Post Receipt Inspection at consignee site before acceptance of stores:GM(E&M) I/C or his authorized representative.

2.6 Generic:

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

2.7 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.

2.8 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.

2.9 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.

2.10 Past Project Experience:

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

2.11 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

1) 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 technical specification of the bid)

2) Past Performance: Satisfactory Performance certificate of the offered item with same or higher specification , for at least 1 year from the date of commissioning , issued by respective Buyer Organization for the above Orders shall be uploaded with bid .

Considering the practical difficulties in obtaining the Performance Reports in cases where provenness of the offered product is being ascertained on the basis of supply made in other subsidiaries of CIL or other PSUS/Govt Departments/Private organizations, the bidder shall submit a self certificate in the following format along with proof of payment against the Purchase Order/Rate Contract add commissioning certificates (in case of Equipment, P&M etc where erection & commissioning is required):

" The items covered in the purchase order /rate Contract(s) copies enclosed with our offer have been fully executed and have performed satisfactorily as per the provisions of the respective purchase order/Rate Contract(s) and all the complaints lodged by the purchaser , if any , have been attended to and no complaints /claims are pending"

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