

## Contract



**Contract No:** GEMC-511687730936012

**Generated Date:** 30-Jun-2022

**Bid/RA/PR No:** [GEM/2022/B/2032669](#)

**Schedule Name:** Schedule 2, Schedule 1, Schedule 3

Organisation Details	Buyer Details
Type: Central PSU	Designation: Assistant Manager
Ministry: Ministry of Coal	Contact No.: 62876-95937-
Department: Materials Management	Email ID: buyer9.bccl.dhn@gembuyer.in
Organisation Name: Bharat Coking Coal Limited	GSTIN: 20AAACB7934MFZB
Office Zone: Bccl Dhanbad	Address: MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India

Financial Approval Detail	Paying Authority Details
IFD Concurrence: Yes	Payment Mode: Offline
Designation of Administrative Approval: GM MM	Designation: HOD Purchase Finance
Designation of Financial Approval: HOD(F)MM	Email ID: pao5.bccl.jh@gembuyer.in
	GSTIN: N
	Address: MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India

Seller Details	
GeM Seller ID:	D8BD190000851213
Company Name:	S.P. ENTERPRISES
Contact No.:	09830075761
Email ID:	sp_enterprises97@yahoo.com
Address:	49,JANATA SARANI,HINDMOTOR, Hooghly, WEST BENGAL-712233, -
MSME verified:	Yes
MSME Registration number:	WB07A0000997
MSE Social Category:	General
GSTIN:	19BZQPS9476L1ZX , 19BZQPS9476L1ZX

\*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> NGR 6.6KV <b>Brand :</b> S.P. ENTERPRISES <b>Brand Type :</b> Unbranded <b>Catalogue Status :</b> Catalogue not verified by OEM <b>Selling As :</b> Reseller not verified by OEM Category Name & Quadrant : NGR 6.6KV (Q3) SPE3 6.6KV 8535	11	set	292,640	<b>GST (18%) :</b> 491,040 <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> 491,040 <b>ITC on GST Cess 1 (0%) :</b> 0 <b>ITC on GST Cess 2 (0%) :</b> 0	3,219,040
2	<b>Product Name :</b> NGR 3.3 KV <b>Brand :</b> S.P. ENTERPRISES <b>Brand Type :</b> Unbranded <b>Catalogue Status :</b> Catalogue not verified by OEM <b>Selling As :</b> Reseller not verified by OEM Category Name & Quadrant : NGR 3.3 KV (Q3) SPE3 3.3KV 8535	26	set	215,940	<b>GST (18%) :</b> 856,440 <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> 856,440 <b>ITC on GST Cess 1 (0%) :</b> 0 <b>ITC on GST Cess 2 (0%) :</b> 0	5,614,440
3	<b>Product Name :</b> NGR 11 KV <b>Brand :</b> S.P. ENTERPRISES <b>Brand Type :</b> Unbranded <b>Catalogue Status :</b> Catalogue not verified by OEM <b>Selling As :</b> Reseller not verified by OEM Category Name & Quadrant : NGR 11 KV (Q3) SPE3 11KV 8535	3	set	529,820	<b>GST (18%) :</b> 242,460 <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> 242,460 <b>ITC on GST Cess 1 (0%) :</b> 0 <b>ITC on GST Cess 2 (0%) :</b> 0	1,589,460
Total Order Value (in INR)						<b>10,422,940</b>

**Consignee Detail**

S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: con1.bccl.jh@gembuyer.in Contact: 62876-95727- GSTIN: 20AAACB7934MFZB Address: Depot Officer, Central Store, Ekra, BCCL, Post Office- BANSJORA, Dhanbad, Jharkhand-828101., DHANBAD, JHARKHAND-828101, India	NGR 6.6KV	-	11	30-Jun-2022	27-Nov-2022
		NGR 3.3 KV	-	26	30-Jun-2022	27-Nov-2022
		NGR 11 KV	-	3	30-Jun-2022	27-Nov-2022

**Product Specification for NGR 6.6KV**

Specification	Sub-Spec	Value
Custom Specification	Custom Specification	Yes

**Seller Specification Document:**

1. <a href="#">SpecificationDocument1</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/12/57/834/CatalogAttrs/SpecificationDocument/2021/2/17/2021_02_17_00_38_43_workorderpandeshwar_2021-02-17-00-38-45_b2ff79857f0f3291ed70bbfd1747692.pdf
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**Buyer Specification Document:**

1. <a href="#">SpecificationDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/752807/54/78/703/CatalogAttrs/SpecificationDocument/2022/3/10/6-6kv-ngr-specs_2022-03-10-12-51-30_44a0c53f864740611bc736c7c ff82bac.pdf
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**Product Specification for NGR 3.3 KV**

Specification	Sub-Spec	Value
Custom Specification	Custom Specification	Yes

**Seller Specification Document:**

1. <a href="#">SpecificationDocument1</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/12/57/834/CatalogAttrs/SpecificationDocument/2021/2/17/2021_02_17_00_33_23_po3-3kv2020_2021-02-17-00-33-25_42afeee75e5aeed97ac02d79c2d4b6f4.pdf
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**Buyer Specification Document:**

1. <a href="#">SpecificationDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/752807/54/78/703/CatalogAttrs/SpecificationDocument/2022/3/10/3-3kv-ngr-specs_2022-03-10-12-47-54_29f7e3dfc6317c5ea6812f3baea381c3.pdf
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**Product Specification for NGR 11 KV**

Specification	Sub-Spec	Value
Custom Specification	Custom Specification	Yes

**Seller Specification Document:**

1. <a href="#">SpecificationDocument1</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/12/57/834/CatalogAttrs/SpecificationDocument/2021/2/17/2021_02_17_00_52_19_bccl_po2021_2021-02-17-00-52-21_b0b718cdb4dab716e6370ab4d3d08967.pdf
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**Buyer Specification Document:**

	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/752807/54/78/703/CatalogAttrs/SpecificationDocument/2022/3/10/11kv-ngr-specs_2022-03-10-12-54-
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## 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 is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.

### 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:

Warranty period of the supplied products shall be 3 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 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.

#### 2.6 Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

The delivery period 150 days includes supply installation testing and commissioning of Goods.

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