

Contract



Contract No: GEMC-511687723906350

Generated Date: 25-Jul-2022

Bid/RA No: [GEM/2022/B/2252595](#)

Schedule Name: Schedule 1, Schedule 2

Organisation Details	Buyer Details
Type: Central PSU	Name: Sonu Gupta
Ministry: Ministry of Coal	Designation: Manager I
Department: Materials Management	Contact No.: 62876-95270-
Organisation Name: Bharat Coking Coal Limited	Email ID: sonu.gupta@nic.in
Office Zone: Bccl Dhanbad	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	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
	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:	8855190001033474
Company Name:	GAJANAN TUBES PVT LTD
Contact No.:	09903606771
Email ID:	gajanantubesindia@gmail.com
Address:	40,MODEL HOUSE,STRAND ROAD,BURRA BAZAR, Kolkata, West Bengal-700001, -
MSME verified:	Yes
MSME Registration number:	UDYAM-WB-10-0002859
MSE Social Category:	General
MSE Gender:	Male
GSTIN:	19AABCG1647H1ZN

*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 : GAJANAN--GAJANAN TUBES PVT LTD Steel Tubes,Tubulars-Is 1239, Length 6.0 Meter Brand : GAJANAN--GAJANAN TUBES PVT LTD Brand Type : Unregistered Brand Catalogue Status : OEM verified catalogue Selling As : OEM Category Name & Quadrant : Steel Tubes,Tubulars-IS 1239 (Q3) Model: GAJANAN 100 NB H HSN Code: 73069011	44	metric tonne	80,109	GST (18%) : 537,680.746 GST Cess 1 (0%) : 0 GST Cess 2 (0 per accounting unit) : 0 Input Tax Credit (ITC) on GST (100%) : 537,680.746 ITC on GST Cess 1 (0%) : 0 ITC on GST Cess 2 (0%) : 0	3,524,796
2	Product Name : GAJANAN--GAJANAN TUBES PVT LTD Steel Tubes,Tubulars-Is 1239, Length 6.0 Meter Brand : GAJANAN--GAJANAN TUBES PVT LTD Brand Type : Unregistered Brand Catalogue Status : OEM verified catalogue Selling As : OEM Category Name & Quadrant : Steel Tubes,Tubulars-IS 1239 (Q3) Model: GAJANAN 150NB HEAVY HSN Code: 73069011	190	metric tonne	80,109	GST (18%) : 2,321,803.22 GST Cess 1 (0%) : 0 GST Cess 2 (0 per accounting unit) : 0 Input Tax Credit (ITC) on GST (100%) : 2,321,803.22 ITC on GST Cess 1 (0%) : 0 ITC on GST Cess 2 (0%) : 0	15,220,710
Total Order Value (in INR)						18,745,506

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	GAJANAN--GAJANAN TUBES PVT LTD Steel Tubes,Tubulars-Is 1239, Length 6.0 Meter	-	44	25-Jul-2022	23-Oct-2022
		GAJANAN--GAJANAN TUBES PVT LTD Steel Tubes,Tubulars-Is 1239, Length 6.0 Meter	-	190	25-Jul-2022	23-Oct-2022

Product Specification for GAJANAN--GAJANAN TUBES PVT LTD Steel Tubes,Tubulars-Is 1239, Length 6.0 Meter

Specification	Sub-Spec	Value
ITEM	Types of Item	Heavy black Steel tubes
	Tube end	Plain end
SPECIFICATION	Conformity to indian standard IS 1239(Part 1):latest	Yes
	ISI Marked	Yes
	CML No (HINTS- If ISI Marked)	5105342
MANUFACTURE	Method of Manufacturing	Electric Resistance Welded(ERW)
REQUIREMENT	Screw Protection Plastic Cap	No
	Tube External Coating	NA
DIMENSION	Nominal Bore(mm)	100
	Length(in Meter)	6.0
MARKING	Marking per meter as IS Specification	IS:1239(PT-I)
	Buyer Marking on demand	Yes
TEST REPORT	Availability of Type Test Reports of the product from Central Govt/NABL/ILAC accredited Lab showing compliance to the specification	Yes
	Test Report No	120
	Test Report date	15052021
	Name of the Labs	GAJANAN TUBES P LTD
	Address of the Lab	MALANCHA S24 PGNS WB
	Test report and approvals to be furnished to the buyer on demand	Yes

Buyer Defined Additional Specification for GAJANAN--GAJANAN TUBES PVT LTD Steel Tubes,Tubulars-Is 1239, Length 6.0 Meter

Specification	Value
Documents required from seller	1. Valid BIS license covering the tendered item. 2. Test Report for leak proof test as per IS must be submitted at the time of supply

Product Specification for GAJANAN--GAJANAN TUBES PVT LTD Steel Tubes,Tubulars-Is 1239, Length 6.0 Meter

Specification	Sub-Spec	Value
ITEM	Types of Item	Heavy black Steel tubes
	Tube end	Plain end
SPECIFICATION	Conformity to indian standard IS 1239(Part 1):latest	Yes
	ISI Marked	Yes
	CML No (HINTS- If ISI Marked)	5105342
MANUFACTURE	Method of Manufacturing	Electric Resistance Welded(ERW)

REQUIREMENT	Screw Protection Plastic Cap	No
	Tube External Coating	NA
DIMENSION	Nominal Bore(mm)	150
	Length(in Meter)	6.0
MARKING	Marking per meter as IS Specification	Yes
	Buyer Marking on demand	Yes
TEST REPORT	Availability of Type Test Reports of the product from Central Govt/NABL/ILAC accredited Lab showing compliance to the specification	Yes
	Test Report No	471
	Test Report date	20112020
	Name of the Labs	GAJANAN TUBES P LTD
	Address of the Lab	MALANCHA S24PGN WB
	Test report and approvals to be furnished to the buyer on demand	Yes

Buyer Defined Additional Specification for GAJANAN--GAJANAN TUBES PVT LTD Steel Tubes,Tubulars-Is 1239, Length 6.0 Meter

Specification	Value
Documents required from seller	1. Valid BIS license covering the tendered item. 2. Test Report for leak proof test as per IS must be submitted at the time of supply

Corrigendum

1. **Extended Upto** : 2022-06-27 16:00:00
2. **Extended Upto** : 2022-06-28 11:00:00

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.
- 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) : Only supply of Goods

2.3 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.

2.4 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.

2.5 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.

2.6 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.

2.7 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.

2.8 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) **CMPDIL(FORMAT ATTACHED IN BUYER ADDED BID SPECIFIC ATC)**

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

2.9 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.

2.10 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

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 levis 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)

Guarantee/WARRANTY-12 months from the date of installation and commissioning or 18 months from the date of receipt and acceptance at consignee end , whichever is earlier

2.11 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.