

SR No:-(07) Contract

Contract No: GEMC-511687747612504

Generated Date: 28-Apr-2021

Bid/RA/PR No: GEM/2021/B/988800

Schedule Name: Schedule 5

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: Deputy Manager Contact No.: 62876-95270-

Email ID: buyer5.bccl.jh@gembuyer.in GSTIN: 20AAACB7934MFZB

MM Department, level 3, Commercial Building, Koyla

Address: Bhawan, Koyla Nagar,

DHANBAD, JHARKHAND-826005, India

Financial Approval Detail

IFD Concurrence: Yes

Designation of Administrative Approval: DT (PP)

Designation of Financial Approval: DT (PP)

Paying Authority Details

Payment Mode: Offline

Designation: HOD Purchase Finance

Email ID: pao5.bccl.jh@gembuyer.in

GSTIN: N

MM Department, level 3, Commercial Building, Koyla

Address: Bhawan, Koyla Nagar,

DHANBAD, JHARKHAND-826005, India

Seller Details

GeM Seller ID: FE92190001005138

Company Name: Omkar Metal & Alloys Corporation

Contact No.: 09820883801

Email ID: bjain@omkarmetal.com

Address: 2nd Floor, Office No.47,Balkrishnaniwas Building,2ND PANJRAPOLE LANE,Girgaon,

Mumbai, MAHARASHTRA-400004, -

MSME verified: Yes
MSE Social Category: General
MSE Gender: Male

GSTIN: 27AAAFO4997N1ZH

*GST / Tax invoice to be raised in the name of - Consignee

Product Details

	#	Item Description	Category Name	Model	HSN Code	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
	1	Product Name: Jindal Electric Resistance Including Induction Welding Steel Pipes for Water & Sewage Grade Fe410 Brand: Jindal Brand Type: Registered Brand Catalogue Status: Catalogue not verified by OEM Selling As: Reseller not verified by OEM	Steel Pipes For Water And Sewage-IS 3589	na	HSN not specified by seller	50	meter	241,500
Total Order Value (in INR)							241,500	

Consignee Detail

S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: rajesh.k0847@nic.in Contact: 0326-3373144- GSTIN: 20AAACB7934MFZB	Jindal Electric Resistance Including Induction Welding	-	50	28-Apr-2021	27-Jul-2021

Address: Office of Project Officer, Moonidih	Steel Pipes for Water & Sewage Grade Fe410		
Coal Washery, Moonidih, Dhanbad,			
DHANBAD, JHARKHAND-828129, India			

Product Specification for Jindal Electric Resistance Including Induction Welding Steel Pipes for Water & Sewage Grade Fe410

Specification	Sub-Spec	Value	
	Conformity to Indian Standard IS 3589:latest	Yes	
Specification	ISI Marked	Yes	
	CML Number	5410044	
Manufacture, Material and	Method of Manufacturing	Electric Resistance Including Induction Welding	
Coating	Grade of Steel	Fe410	
	Type of Coating	Without Coating	
	Outside Diameter of Pipe (mm)	406 4	
Dimension	Thickness of Pipe (mm)	6.3	
	Mass of Pipe per meter	62.2	
	Length of Pipe (Metres)	6.0	
Type of Joint	Pipe Ends for Joint	Plain Ends	
	Availability of Test Reports of from Central Govt./State Govt/NABL/IL AC accredited Lab to prove conformity to the Specification	YES	
	Test Report No	2957	
Test Report	Test Report Date	4052019	
	Name of the Lab	MATERIAL INSPECTION	
	Address of the Lab	SEWREE	
	Test report to be furnished to the buyer on demand	Yes	

Buyer Defined Additional Specification for Jindal Electric Resistance Including Induction Welding Steel Pipes for Water & Sewage Grade Fe410

Specification	Value
Certificate to be submitted alongwith the supplies1	Certificate regarding manufacture of the supplied pipes confirming to relevant BIS code to be submitted along with the supplies.
Certificate to be submitted alongwith the supplies2	Certificate regarding Grade of material/steel used in the manufacture of the pipes is to be submitted along with the supplies.

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. Additional Terms and conditions-

- 2.1 Scope of supply (Bid price to include all cost components) : Only supply of Goods
- 2.2 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.
- 2.3 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.
- 2.4 Preference to Make In India products (For bids less than 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

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