

Contract



Contract No: GEMC-511687738166165

Generated Date: 31-Dec-2021

Bid/RA/PR No: [GEM/2021/B/1464082](#)

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 Contact No.: 94705-95938- 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

Seller Details	
GeM Seller ID: 8E84180000116164 Company Name: BERLIA ELECTRICALS PRIVATE LIMITED Contact No.: 07082419620 Email ID: berliapipe22@gmail.com Address: 1684-85, Rai Industrial Estate, HSIIDC, Sonipat, Sonipat, Sonipat, HARYANA-131029, - MSME verified: Yes MSME Registration number: HR18B0000451 MSE Social Category: General MSE Gender: Male GSTIN: 06AAACB0027F1ZG	

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

Product Details								
#	Item Description	Category Name & Quadrant	Model	HSN Code	Ordered Quantity	Unit	Lead Time(Days)	Price (Inclusive of all Duties and Taxes in INR)
1	Product Name : BERLIA 40 mm Diameter PE 100 HDPE Pipe For Water Supply Brand : BERLIA Brand Type : Registered Brand Catalogue Status : OEM verified catalogue Selling As : OEM	Hdpe Pipes For Water Supply-IS 4984 (Q4)	hdpe pipe- 40mm pe100 pn12.5 is4984	HSN not specified by seller	6,200	meter	-	409,200
Total Order Value (in INR)								409,200

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	BERLIA 40 mm Diameter PE 100 HDPE Pipe For Water Supply	-	6,200	31-Dec-2021	01-Mar-2022

Product Specification for BERLIA 40 mm Diameter PE 100 HDPE Pipe For Water Supply

Specification	Sub-Spec	Value
Specification	Conformity to Indian Standard IS 4984 Latest	Yes
	ISI Marked	Yes
	CM/L No	9966014
Raw Material	Material	Virgin
	Material Grade	PE 100
Dimensions	Pressure Rating at 30 degree Centigrade	PN 12.5
	Nominal Diameter (mm)	40
	Length of Pipe (Metre)	250
Supply Type and Colour	Supply Type	Coils
	Colour of Pipe	black
Test Report	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	0
	Test Report Date	0
	Name of the Lab	NA
	Address of the Lab	NA
	Test Report to be furnished on request by Buyer	Yes

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 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.

2.2 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.

2.3 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.

2.4 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.

2.5 Scope of supply (Bid price to include all cost components) : Only supply of Goods

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BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Ltd.)

भारत कोकिंग कोल लिमिटेड
OFFICE OF CHAIRMAN-CUM-MANAGING-DIRECTOR
Bharat Coking Coal Limited,,



P.O - BCCL Township, Dist.-Dhanbad, Jharkhand, India-826005

Coal India Limited

A Maharatna Company
www.coalindia.in

Phone No:

Fax :

Website :

CIN : U10101JH1972GOI000918

Email :

GSTN : 20AAACB7934MFZB

Purchase Order No: 5100001522

PURCHASE ORDER

Document Date: Jan 1, 2022

To,
BERLIA ELECTRICALS PVT LTD

1684-85, RAI INDUSTRIAL ESTATE HSIIDC,
SONIPAT GURGAON

122001
Haryana
India

Department: MM

PCC BY REGD. POST/MAIL

E-Mail Address : BERLIAPIPE22@GMAIL.COM

Telephone : 9671751607

GST No : 06AAACB0027F1ZG

Vendor Code : 10000418

Subject: Procurement of HDPE pipe for HMS CHD

Ref: Against GeM Bid no. GEM/2021/B/1464082 Dated: 24-08-2021

Dear Sirs,

With reference to the above, we, for and on behalf of BCCL, hereby place PURCHASE ORDER on you for supply of following items as per rate, terms and conditions indicated below:

Item No	Material No.	Short Text	HSN/SAC	UOM	Quantity	Unit Price	Price (Rs)
10	4600019918	PIPE;HDPE,40MM,MDM DTY		M	6200.000	5593.23 INR	409200.71
Material Description : PIPE, NONMETALLIC; MATERIAL: HDPE, NOMINAL SIZE: 40 MM, TYPE: MEDIUM DUTY						Gross Price	346780.26
Part No. :						IGST%(18.00)	62420.45
						Total Net Value Exclusive of Tax	INR 346780.26
						Total Net Value Inclusive of Tax	INR 409200.71
Amount in words:		Four Lakh Nine Thousand Two Hundred Rupees And Seventy One Paise Only					

General Terms and Conditions

Note-Unit price mentioned above is for per 100 mtrs.

Inspecting authority-HOD(IT)orhis authorized representative.

This issues with approval of competent authority.

All terms and conditions shall be as per GeM PO no GEMC-511687738166165 dated 31.12.2021