



SR No : - (25)

Contract

Contract No: GEMC-511687746544026

Generated Date: 26-May-2021

Bid/RA/PR No: [GEM/2021/B/1008181](#)

Organisation Details		Buyer Details	
Type:	Central PSU	Designation:	Deputy Manager
Ministry:	Ministry of Coal	Contact No.:	62876-95266-
Department:	Materials Management	Email ID:	buyer5.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:	D(T)P&P	Designation:	HOD Purchase Finance
Designation of Financial Approval:	Committee of Functional Director Headed by CMD BCCL	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:	3021180000117799
Company Name:	BEML LIMITED
Contact No.:	09900046586
Email ID:	mmd@beml.co.in
Address:	23/1,4TH MAIN ROAD,SAMPANGIRAM NAGAR, BANGALORE, Karnataka-560027, -
MSME verified:	No
GSTIN:	29AAACB8433D1ZU , 29AAACB8433D1ZU , 29AAACB8433D1ZU , 29AAACB8433D1ZU

*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 : Motor Grader Brand : BEML LIMITED Brand Type : Registered Brand Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM	Motor Grader	BG825	84292000	6	pieces	154,696,998
Total Order Value (in INR)							154,696,998

Consignee Detail						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: anup.dungdung@nic.in Contact: 62876-96879- GSTIN: 20AAACB7934MFZB Address: Office of Depot Officer ,Regional Store Sijua Area , Post Office BANSJORA (SUB OFFICE), DHANBAD, JHARKHAND, DHANBAD, JHARKHAND-828101, India	Motor Grader	-	1	26-May-2021	22-Nov-2021
2	Designation: - Email ID: rahul.babu@nic.in Contact: 62876-97229- GSTIN: 20AAACB7934MFZB Address: Office of Depot Officer , Post Office Lodna, DHANBAD, JHARKHAND., DHANBAD, JHARKHAND-828131, India	Motor Grader	-	1	26-May-2021	22-Nov-2021
3	Designation: - Email ID: arun.sebait@nic.in Contact: 94705-97799- GSTIN: 20AAACB7934MFZB Address: Depot Officer, Regional Store, Laikdih, Post Chirkunda,	Motor Grader	-	1	26-May-2021	22-Nov-2021

	DHANBAD, JHARKHAND-828202, India					
4	Designation: - Email ID: amit.kumar1787@coalindia.in Contact: 62876-98793- GSTIN: 20AAACB7934MFZB Address: Regional Store, Sinidih, Govindpur, Area-3, BCCL, Post- Tundu, Dhanbad, Pincode-828128., DHANBAD, JHARKHAND-828128, India	Motor Grader	-	1	26-May-2021	22-Nov-2021
5	Designation: - Email ID: tripurari.kumar@nic.in Contact: 62876-98739- GSTIN: 20AAACB7934MFZB Address: BCCL, Kusunda Area, Post: Kusunda, DHANBAD, JHARKHAND-828116, India	Motor Grader	-	1	26-May-2021	22-Nov-2021
6	Designation: - Email ID: suju.verghese@nic.in Contact: 62876-97948- GSTIN: 20AAACB7934MFZB Address: Depot Officer, Regional Store, Block-II, P.O.-Nudkurkee, Dist.-Dhanbad, Jharkhand, Pin code-828307., DHANBAD, JHARKHAND-828307, India	Motor Grader	-	1	26-May-2021	22-Nov-2021

Product Specification for Motor Grader

Specification	Sub-Spec	Value
Custom Specification	Custom Specification	Yes

Additional Specification Documents:

1. SpecificationDocument1	https://mkp.gem.gov.in/catalog_data/catalog_support_document/04/27/257/CatalogAttrs/SpecificationDocument/2021/2/23/2021_02_23_12_02_49_bg825spec_2021-02-23-12-03-23_d3123577d876263dc48dc54ceac16a7f.pdf
2. SpecificationDocument	https://mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/778587/54/78/703/CatalogAttrs/SpecificationDocument/2021/1/29/proventechspec280hpgrader_2021-01-29-17-38-08_88dbb42677028d31820caee8f5a4b3fb.pdf

Corrigendum

- 1. Experience criteria will be as given in Provenness criteria in specification documents and following clauses is hereby added in Provenness criteria in specification documents:**In considering the practical difficulties in obtaining the performance reports the bidder is required to submit a Self-Certificate in the following format along with Proof of Payment against the Purchase Order(s): "The items covered in the Purchase Order(s) copies enclosed with our offer have been fully executed and have performed satisfactorily per the provisions of respective Purchase Order(s) and all the complaints/ claim (s) lodged by the purchaser if any have been attended to and no complaints/ claims(s) are pending."In case any specific Purchase Order(s) has/ have not been fully executed and any complaint/ claim is pending then details of such cases to be categorically mentioned with the reasons without any hidden facts in the subject matter.
- 2. Extended Upto :** 2021-03-05 11:00:00

Buyer added Bid Specific Additional Scope of Work

S.No	Document Title	Description	Applicable i.r.o. Items
1	Supplementary Items View	I. The Equipment shall be provided with a comprehensive tool kit, which shall include any special tools required for erection, commissioning and for the maintenance and repair of all the Equipment. II. First fill of all oils, grease and lubricants needed for test and commissioning of each equipment. III. All filters & O rings inclusive of standard engine filters required for first 3000 working hours.	Motor Grader 280 HP(6)

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) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

2.2 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.

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 Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

2.5 Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages. When there is requirement of submission of the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

2.6 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.

2.7 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.

2.8 Over and above the normal Warranty terms as per GeM GTC, the successful bidder / OEM shall have to provide Comprehensive Warranty during the entire Standard warranty period as per contract. : The comprehensive warranty shall be covering the following scope The Supplier shall guarantee that the Equipment shall be available to perform its duty to minimum criteria and to the minimum availability of 86 percentage level as defined in the Equipment Specifications. (Upload an undertaking with the bid confirming compliance by the bidder if Bidder is taking onus of this compliance. In case OEM is taking onus of this compliance, OEM undertaking is to be uploaded along with Bidder undertaking)

2.9 Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

2.10 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 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.

2.12 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.

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