

## SR No: - (90) Contract



**Contract No:** GEMC-511687768692073

**Generated Date:** 22-Sep-2021

**Bid/RA/PR No:** [GEM/2021/B/1356424](#)

<b>Organisation Details</b> Type: Central PSU Ministry: Ministry of Coal Department: Materials Management Organisation Name: Bharat Coking Coal Limited Office Zone: Bccl Dhanbad	<b>Buyer Details</b> Designation: deputy manager MM Contact No.: - Email ID: sonu.gupta@nic.in GSTIN: 20AAACB7934MFZB Address: MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India
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<b>Financial Approval Detail</b> IFD Concurrence: Yes Designation of Administrative Approval: DT P&P Designation of Financial Approval: DT P&P	<b>Paying Authority Details</b> 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
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<b>Seller Details</b> GeM Seller ID: FNU6200001778199 Company Name: SURAJ PLANT & EQUIPMENT CORPORATION Contact No.: 09814007744 Email ID: SPEC.SURAJINDUSTRIES@GMAIL.COM Address: Plot No. 157, Industrial Area, PHASE-2, PHASE-2, Village/Town:- CHANDIGARH, City:- Chandigarh, CHANDIGARH, CHANDIGARH-160002, India MSME verified: Yes MSE Social Category: General MSE Gender: Male GSTIN: 04ACEPS9626E1ZJ, 04ACEPS9626E1ZJ	
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\*GST / Tax invoice to be raised in the name of - Consignee

Product Details								
#	Item Description	Category Name	Model	HSN Code	Ordered Quantity	Unit	Lead Time(Days)	Price (Inclusive of all Duties and Taxes in INR)
1	<b>Product Name :</b> FLP COAL DRILL MACHINE <b>Brand :</b> RANA, CD/2 <b>Brand Type :</b> Unbranded <b>Catalogue Status :</b> Catalogue not verified by OEM <b>Selling As :</b> Reseller not verified by OEM	FLP COAL DRILL MACHINE	CD/2	HSN not specified by seller	27	pieces	-	382,868.1
Total Order Value (in INR)								<b>382,868.1</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	FLP COAL DRILL MACHINE	-	27	22-Sep-2021	21-Dec-2021

Product Specification for FLP COAL DRILL MACHINE		
Specification	Sub-Spec	Value
Custom Specification	Custom Specification	Yes

## Seller Specification Document:

1. [SpecificationDocument1](#)

mkp.gem.gov.in/catalog\_data/catalog\_support\_document/41/52/738/CatalogAttrs/SpecificationDocument/2021/8/5/2021\_08\_05\_12\_33\_41\_documentsgem\_2021-08-05-12-46-39\_b2e688c357439713c8d7a9031aeb4315.pdf

## Buyer Specification Document:

1. [SpecificationDocument](#)

mkp.gem.gov.in/catalog\_data/catalog\_support\_document/buyer\_documents/48366/54/78/703/CatalogAttrs/SpecificationDocument/2021/7/5/coal-drill-machine-catalogue\_2021-07-05-13-25-33\_9d900b32f19b1141e0c8032fd0709dee.pdf

## Corrigendum

1. **Extended Upto** : 2021-08-12 10:00:00

## 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 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**

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

**2.7 Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.**

**2.8 Buyer Added text based ATC clauses**

**Proven-ness Criteria: The equipment offered by the tenderer shall be considered proven provided that at least one no. of quoted model or similar equipment as defined below must have been supplied by the bidder in India to mining industry and/or to other industries (Private or Govt./PSU) and the same has performed satisfactorily for a minimum period of one year from the date of commissioning. The performance of only that equipment would be considered for assessing proven-ness which have been commissioned one year prior to the date of opening of tender but not prior to 5 years from the date of opening of tender.**

**"Satisfactory Performance" means supplied equipment must have achieved the guaranteed annual availability if any as per performance guarantee clause of supply orders /contracts for a minimum period of one year from the date of commissioning. In case supply orders /contracts don't have provision for guaranteed annual availability, the bidder will submit satisfactory performance report issued by end users as per benchmark regarding performance of equipment if any incorporated in supply orders/contracts against which these equipments were supplied. In case performance report of end user is not available, the bidder shall submit self- certificate claiming satisfactory performance of equipment supplied.**

**"Similar Equipment" shall be such equipment which full fills following: a) Performance almost identical operations as quoted model. b) Should be equal to or higher than the tendered capacity. c) Uses subcomponents, sub-systems and major assemblies of substantially similar design & construction to the model quoted - only ratings/ specifications may differ (Lower or Higher)**

**Relaxation from above Provenness criteria (for Prior Experience / Turnover) for Startup and Micro & Small Enterprises (MSEs):**

**As per Provision of Policy Circular No.1 (2) (1)/2016-MA dated 10th March 2016 issued by Ministry of Micro, Small and Medium Enterprises, Government of India, prior experience and turnover criteria is not applicable for MSEs bidders and no further documents regarding provenness will be required to be submitted by these category of bidders. Documents for claiming exemption from provenness criteria:**

**i) Certificate towards quality assurance & capability from some authority like MSME, NSIC etc. for the quoted items.**

**OR**

**ii) Any favorable technical capability reports given earlier to bidder for supply of the tendered item(s) as per the required specification is available, these may be considered, provided the date of such reports are not more than one year from the date of opening of bids.**

**OR**

**iii) If bidders have submitted documents to prove Startup/MSE status for the tendered items and whose products are ISI marked / DGMS approved / Current holding Rate Contract with CIL or its subsidiaries for supply of tendered items/supplied and proven in CIL or Subsidiary companies /proven product of the ancillary unit of a subsidiary company of CIL.**

**Guarantee Warranty- in addition to the terms in the guarantee clause of the bid, additionally any defects observed on this account shall be attended within 07 days from the date of receipt of complain and replacement/repair (as required) should be ensured at user end within 30 days from the date of receipt of complain free of cost.**

**DGMS Approval: - Bidder must have a validDGMS Approval for the offered Coal Drill Machine.**

**The document(s) / certificate(s) furnished by the bidders for DGMS approval should be valid on the date of tender openingand a copy of such document(s)/ certificate (s) valid on the date of supply, duly notarized, mustaccompany their bill(s).(copy to be attached with bid also)**

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



**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: 5100000172

**PURCHASE ORDER**

Document Date: Sep 17, 2021

To,

SURAJ PLANT AND EQUIPMENT CORP  
157, PHASE II, INDUSTRIAL AREA

160002  
Chandigarh  
India

PCC BY REGD. POST/MAIL

E-Mail Address:

Telephone:

Gstin No.: 04ACEPS9626E1ZJ

Vendor Code: 10000250

Subject: Procurement of DGMS approved Coal Drill Machines

Ref: Against GeM Bid no. GEM/2021/B/1356424 Dated: 17-07-2021

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	Material No.	Unit	Po Quantity	Short Text	Net Price	Description	Amount	Net Value
10	7120350570	EA	27.000	ROTARY ELECT COAL DRILL (FLP) ,CD/2,RANA	14180.30 INR	Gross Price	382868.10	382868.10
Total Net Value Exclusive of Tax in							INR	382,868.1
Total Net Value Inclusive of Tax in							INR	382,868.1

Material	Item	Part No.	HSN/SAC	Material Description
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Material	Item	Part No.	HSN/SAC	Material Description
7120350570	00010			
7120350570	10			
<b>General terms and Conditions</b>				

1 Price Firm & F O R Destination basis inclusive of All taxes.

2 Payment Term 100% payment will be released within ten (10) days of issue of consignee receipt-cum-acceptance certificate (CRAC) as per Terms and condition of GeM portal

3 Delivery 90 Days from Date of Placement of Contract Order in GeM

4 Consignee Depot Officer, Ekra Central store

5 Paying Authority HOD(F) MM, KoylaBhawan

6 Valid DGMS approval shall be submitted along with supply

7 Allocation: Barora-4. Katras-08, Govindpur-15.

ALL other terms shall be as per GeM PO no GEMC-511687768692073 dated

22.09.2021