

Contract



Contract No: GEMC-511687784941716

Generated Date: 05-Oct-2021

Bid/RA/PR No: [GEM/2021/B/1338945](#)

Schedule Name: Schedule 3

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: Assistant Manager6 Contact No.: 62876-95241- Email ID: mayank.shekhar@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 (Excv.) / HOD Designation of Financial Approval: GM (MM) / HOD	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: LTT210002647077 Company Name: THE INDUSTRIALS Contact No.: 09831255869 Email ID: theindustrials@hotmail.com Address: 2B GRANT LANE 3RD FLOOR ROOM NO 43B, GRANT LANE, Kolkata, WEST BENGAL-700012, - MSME verified: Yes MSME Registration number: UDYAM-WB-10-0003797 MSE Social Category: General MSE Gender: Male GSTIN: 19ABQPN1654A1ZN	

*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	Product Name : MOTOR PINION Applicable For EKG 4.6 / 5.0 Shovel, HEC PART NO. - 1040.03. 215 Brand : THE INDUSTRIALS Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM	MOTOR PINION Applicable For EKG 4.6 / 5.0 Shovel, HEC PART NO. - 1040.03. 215	THE INDUSTRIALS	8431	4	pieces	-	23,340.64
Total Order Value (in INR)								23,340.64

Consignee Detail						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: ak.sinha2069@nic.in Contact: 93406-86283- GSTIN: 20AAACB7934MFZB Address: Depot Officer, Central Stores, Jealgora BCCL, PO: Jealgora, DHANBAD, JHARKHAND-828110, India	MOTOR PINION Applicable For EKG 4.6 / 5.0 Shovel, HEC PART NO. - 1040.03. 215	-	4	05-Oct-2021	03-Jan-2022

Product Specification for MOTOR PINION Applicable For EKG 4.6 / 5.0 Shovel, HEC PART NO. - 1040.03. 215

Specification	Sub-Spec	Value
Custom Specification	Custom Specification	Yes

Seller Specification Document:

1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/08/21/344/CatalogAttrs/SpecificationDocument/2021/7/25/2021_07_25_22_31_18_tech-1040-03-215_2021-07-25-22-31-21_7a536d36b423a9e8469ad84712d1a792.pdf
---	---

Buyer Specification Document:

1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/77714/54/78/703/CatalogAttrs/SpecificationDocument/2021/7/6/motor-pinion-part-no-1040-03-215_2021-07-06-16-31-56_02f22ddba023ed5081867f728bd0d2f3.pdf
--	--

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 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.

2.3 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.

2.4 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.

2.5 Warranty period of the supplied products shall be as given in specifications 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.

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

Performance cum Extension Notice

To:

BHARAT INDUSTRIAL CORPORATION
BHARAT INDUSTRIAL CORPORATION
8,2ND FLOOR,KHAIRU PLACE,BOWBAZAR
KOLKATA
WEST BENGAL-700072
[Tel:09874155085]

SUB: GeM Contract No. GEMC-511687701472153 dated 05-Oct-2021

Sir

1. You have failed/shown inability to deliver the entire quantity of stores within the contract delivery period. In spite of the fact that the time of delivery of the goods / services stipulated in the contract is deemed to be of the essence of the contract, supplies are still outstanding even though the date of delivery is approaching close/has expired.

Item No	Consignee	Slot Id	Quantity	Original DP	Refixed DP
1	Ashok Kumar Sinha	-	2	03-Jan-2022	07-Apr-2022

2. Please note that in the event of your failure to deliver the goods within the delivery period as hereby extended, the contract shall be cancelled for the outstanding goods at your risk and cost
3. Please note that an amount equal to the pre-estimated / liquidated damages for delay in the supply of the stores after the expiry of the contract delivery period shall be recovered from you as specified in General Terms and Conditions (GTC) of GeM (or as specified in the subject contract) for the extended period notwithstanding the grant of this extension.
4. The above extension of delivery date will also be subject to the following further conditions:
 - a. That no increase in price on account of any statutory increase in or fresh imposition of customs duty, GST, VAT or on account of any other tax or duty, which takes place after the original delivery period shall be admissible on such of the said stores as are delivered after the original delivery period and
 - b. That notwithstanding any stipulation in the contract for increase in price on any other ground no such increase which takes place after original delivery period shall be admissible in such of the said stores as are delivered after the original delivery period.
 - c. But, nevertheless, the purchase shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, GST, VAT or on account of any other tax or duty or on any other ground, including market rate, stipulated in the price variation clause which takes place after the expiry of the original delivery period.
5. You are requested to note that notwithstanding the extension in Delivery Period, the time hereby extended for supply of stores be deemed to be of essence of contract and failure on your part to supply the stores by the extended time shall entitle the purchaser to cancel the contract at your risk and cost without further notice or opportunity.
6. You are also required to extend the validity period of the performance guarantee for the subject contract suitably as agreed in GeM GTC and contract terms and conditions.
7. Please intimate your unconditional acceptance on-line in GeM within 5 days failing which contract will be cancelled at your risk and expense without any further reference to you. Your dispatch / delivery of the Goods / services after the original / re-fixed DP pursuant to this amendment would amount to your unconditional acceptance of the aforesaid conditions.
8. All other terms and conditions of the contract remain unaltered.

For and on behalf of:

Buyer Details

Name: Mayank Shekhar

Designation: Assistant Manager6
Contact No.: 62876-95241-
Email ID: mayank.shekhar@nic.in
GSTIN: 20AAACB7934MFZB
MM Department, level
3, Commercial Building,
Koyla Bhawan, Koyla
Nagar,
DHANBAD, JHARKHAND-
826005, India



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: 5800032270

PURCHASE ORDER

Document Date: Oct 5, 2021

To,

THE INDUSTRIALS
2B, GRANT LANE, 3RD FLOOR

KOLKATA

KOLKATA
700012
West Bengal

India

PCC BY REGD. POST/MAIL

E-Mail Address:

Telephone:

Gstin No.: 19ABQPN1654A1ZN

Vendor Code: 10001443

Purchase Order for procurement of MOTOR PINION Applicable For EKG 4.6 / 5.0 Shovel, HEC PART NO. - 1040.03. 215

As Per GeM Contract Ref No. GEMC-511687784941716 dated 05.10.2021.

Item	Material No.	Unit	Po Quantity	Short Text	Net Price	Description	Amount	Net Value
10	4400019378	EA	4.000	SWING LUBRICATION PUMP	5835.16 INR	Gross Price	23340.64	23340.64
Total Net Value Exclusive of Tax in							INR	23,340.64
Total Net Value Inclusive of Tax in							INR	23,340.64

Material	Item	Part No.	HSN/SAC	Material Description
4400019378	00010			
4400019378	10	104003215		

General terms and Conditions

As Per GeM Contract Ref No. GEMC-511687784941716 dated 05.10.2021.