

Contract



Contract No: GEMC-511687721099459

Generated Date: 10-Feb-2022

Bid/RA/PR No: [GEM/2021/B/1580599](#)

Schedule Name: Schedule 1

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 Manager Contact No.: 62876-95937- Email ID: buyer9.bccl.dhn@gembuyer.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: No Designation of Administrative Approval: D(T)OP, BCCL. Designation of Financial Approval: GM(MM), BCCL.	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: FJHW200001827477 Company Name: BHARAT INDUSTRIAL CORPORATION Contact No.: 09431124094 Email ID: bic.dhanbad@gmail.com Address: MANAITAND NAYA PARA, DHANBAD, DHANBAD, MANAITAND, Dhanbad, JHARKHAND-826001, - MSME verified: Yes MSME Registration number: UDYAM-JH-04-0004707 MSE Social Category: General MSE Gender: Male GSTIN: 20AACFB1208K1Z6	

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

Product Details						
#	Item Description	Ordered Quantity	Unit	Unit Price (INR)	Tax Bifurcation (INR)	Price (Inclusive of all Duties and Taxes in INR)
1	Product Name : 550V, 750 mA RESTRICTED NEUTRAL GROUNDING SYSTEM Brand : Bharat Industrial Corporation Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM Category Name & Quadrant : 550V, 750 mA RESTRICTED NEUTRAL GROUNDING SYSTEM (Q3) 550V, 750 mA RESTRICTED NEUTRAL GROUNDING SYSTEM 8535	11	set	71,500	NA	786,500
Total Order Value (in INR)						786,500

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	550V, 750 mA RESTRICTED NEUTRAL GROUNDING SYSTEM	-	11	10-Feb-2022	10-Jul-2022

Product Specification for 550V, 750 mA RESTRICTED NEUTRAL GROUNDING SYSTEM

Specification	Sub-Spec	Value
Custom Specification	Custom Specification	Yes
Seller Specification Document:		
1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/38/36/028/CatalogAttrs/SpecificationDocument/2021/10/1/2021_10_01_12_11_49_catht_2021-10-01-12-11-54_9e6438e205a148fccd519f95f621678c.pdf	
Buyer Specification Document:		
1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/752807/54/78/703/CatalogAttrs/SpecificationDocument/2021/9/7/550v-ngr-tech_spect_2021-09-07-12-46-49_18aedae679fd647f9311df_fe4b5770d9.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. Buyer Added Bid Specific Terms and Conditions-

2.1 Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning 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 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.

2.4 Warranty period of the supplied products shall be 3 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.

2.5 Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 15 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

2.6 Buyer Added text based ATC clauses

The delivery period 150 days includes supply installation testing and commissioning of Goods.

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