

Contract



Contract No: GEMC-511687736204552

Generated Date: 01-Oct-2021

Bid/RA/PR No: [GEM/2021/B/1305147](#)

| 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: 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 |

| Financial Approval Detail | Paying Authority Details |
|---|---|
| IFD Concurrence: Yes Designation of Administrative Approval: DT P&P Designation of Financial Approval: DT P&P | 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: 3CFI210002444948 Company Name: S D ENGINEERING WORKS Contact No.: 08017984456 Email ID: SDEWORKSINDIA@GMAIL.COM Address: SANKRAIL INDUSTRIAL, INDIA, JALADHULAGORI, DHULAGARH, Village/Town:- HOWRAH, City:- HOWRAH, HOWRAH, WEST BENGAL-711302, India MSME verified: Yes MSME Registration number: UDYAM-WB-08-0000273 MSE Social Category: General MSE Gender: Female GSTIN: NA | |

*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 : Wet Single Drum Magnetic Separator For Moonidih Coal Washery Brand : S.D.ENGINEERING WORKS Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM | Wet Single Drum Magnetic Separator For Moonidih Coal Washery | Wet Single Drum Magnetic Separator For Moonidih Coal Washery | HSN not specified by seller | 1 | set | - | 1,491,200 |
| Total Order Value (in INR) | | | | | | | | 1,491,200 |

| Consignee Detail | | | | | | | |
|------------------|---|--|---------|----------|----------------------|-----------------------------|--|
| S.No | Consignee | Item | Lot No. | Quantity | Delivery Start After | Delivery To Be Completed By | |
| 1 | Designation: - Email ID: rajesh.k0847@nic.in Contact: 0326-3373144- GSTIN: 20AAACB7934MFZB Address: Office of Project Officer, Moonidih Coal Washery, Moonidih, Dhanbad, DHANBAD, JHARKHAND-828129, India | Wet Single Drum Magnetic Separator For Moonidih Coal Washery | - | 1 | 01-Oct-2021 | 29-Jan-2022 | |

Product Specification for Wet Single Drum Magnetic Separator For Moonidih Coal Washery

| Specification | Sub-Spec | Value |
|---|---|-------|
| Custom Specification | Custom Specification | Yes |
| Seller Specification Document: | | |
| 1. SpecificationDocument1 | mkp.gem.gov.in/catalog_data/catalog_support_document/13/44/822/CatalogAttrs/SpecificationDocument/2021/7/12/2021_07_12_12_00_54_wet-drum-mag-separator_2021-07-12-12-01-01_42c291e58d44bd5508258bd984f6a57a.pdf | |
| Buyer Specification Document: | | |
| 1. SpecificationDocument | mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/48366/54/78/703/CatalogAttrs/SpecificationDocument/2021/6/24/wet-single-drum-magnetic-separator_2021-06-24-11-00-00_1ab7e108fd5c18390ec978f59ebdede8.pdf | |
| Corrigendum | | |
| 1. Extended Upto : 2021-07-24 10:00:00 | | |
| Terms and Conditions | | |
| <p>1. General Terms and Conditions-</p> <p>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</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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).</p> <p>1.7 Limitation of Liability: The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.</p> <p>1.8 Resolution of disputes: The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.</p> <p>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.</p> <p>1.10 Financial Certificate:</p> <p>1.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.</p> <p>1.10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.</p> <p>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.</p> <p>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.</p> <p>2. Additional Terms and conditions-</p> <p>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.</p> <p>2.2 Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by</p> | | |

OEM / OEM Certified resource or OEM authorised Reseller.

2.3 OPTIONAL SITE VISIT:

1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder. yes

2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.

3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

2.4 Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

2.5 The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price: as per buyer added ATC clause

2.6 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.

2.7 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.

2.8 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.

2.9 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 3 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.

2.10 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.

2.11 Buyer Added text based ATC clauses

1) Provenness Criteria- Offer from proven sources shall only be considered for evaluation. The bidder will be considered as proven, if they satisfy any of the following conditions:-

i) Firms whose products pertaining to the tendered items are either successfully in regular use in BCCL or considered proven by the Head of concerned technical Department.

ii) The materials to be offered by the tenderer shall be considered proven provided the tendered items or items of higher specification have been supplied in the past to the mining industry and/or to other industries under PSU/Govt Department or private sector and performed satisfactorily for a period of not less than one year from the date of fitment/commissioning.

A) For i and ii above, tenderers shall have to furnish relevant documentary proof like list of supplies made along with relevant legible and complete supply order copies (not trial orders)/copies of regular orders and their delivery challans for tendered item as indicated in the tender document received from HQ of CIL/other subsidiaries of CIL/PSU/Govt. Departments/ Private Sector during last 5(five) years from the date of opening of the tender. The supply order copies and delivery challans shall be self attested and signed with seal of the firm.

The bidder must submit documentary evidence (i.e. authenticated copy of such contracts/purchase orders received by them & their satisfactory performance as above.

ii. Considering the practical difficulties in obtaining the performance reports in cases where provenness of the offered product is being ascertained on the basis of supply made in other subsidiaries of CIL or other PSUs/ Govt. Departments, the bidder will submit a Self-Certificate in the following format:

"The items covered in the Purchase Order(s)/ Rate Contract(s) copies enclosed with our offer have been fully executed and have performed satisfactorily as per the provisions of respective Purchase Order(s)/ Rate Contract(s) and all the complaints/ claim (s) lodged by the purchaser, if any, have been attended to and no complaints/ claims(s) are pending."

iii. The authenticity of the self-certificate as well as other documents submitted/uploaded by the bidder will solely be their responsibility and appropriate action will be taken by CIL /Subsidiary Company if it is subsequently found to be misleading / false / forged.

Bidders are also required to submit self certificate as mentioned below:

"The items covered in the supply order copies enclosed with our offer have been fully executed without any complaint on account of performance of the Magnetic Separator".

However, the Purchaser reserves the right to obtain the performance directly from the end user of the item / product.

If the bidder fails to submit documentary evidence as mentioned above, the bid may be considered as nonresponsive and is likely to be rejected.

- 2) The bidder /supplier shall be responsible for supply, installation, commissioning and testing of the ordered material/separator.
- 3) The supplier shall provide two sets of operation and maintenance manual as also soft copy of the same at the time of supply
- 4) They shall also supply one set of tools and tackles of special type if any required for maintenance of the supplied separator.
- 5) Necessary training shall be imparted to the workmen/supervisors for efficient handling of the supplied separator.
- 6) Warranty spares if any shall be part of the supply of machine.
- 7) Undertaking to be submitted by the successful bidder regarding availability of original spare parts for the entire life of the supplied separator. Normal life of separator is 10-12 years.
- 8) The bidder shall have own manufacturing and testing facilities. Documentary evidence in this regard to be submitted by the bidder.

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

2.13 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(Washery)WD or his authorized representative

2.14 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.

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: 5100000332

PURCHASE ORDER

Document Date: Oct 1, 2021

To,

S.D.ENGINEERING WORKS

PO- JALALDHULAGOURI, PS- SANKARRA

SANKRAIL INDUSTRIAL PARK

711302

West Bengal

India

PCC BY REGD. POST/MAIL

E-Mail Address: SDEWORKSINDIA@GMAIL.COM

Telephone: 8017984456

Gstin No.: 19ABWFS3200P1ZG

Vendor Code: 10008974

Ref: Our GeM Bid no GEM/2021/B/1305147 Dated: 24-06-2021 opened on 24.07.2021

Dear Sir,

with reference to the above, we hereby place PO for supply of the below mentioned item:

| Item | Material No. | Unit | Po Quantity | Short Text | Net Price | Description | Amount | Net Value |
|-------------------------------------|--------------|------|-------------|------------------------------------|-------------------|----------------------------|------------|-------------|
| 10 | | NO | 1.000 | wet single drum magnetic seperator | 1263729.00 INR | Gross Price | 1263729.00 | 1263729.00 |
| | | | | | | IN: Integrated GST%(18.00) | 227471.22 | |
| Total Net Value Exclusive of Tax in | | | | | | | INR | 1,263,729 |
| Total Net Value Inclusive of Tax in | | | | | | | INR | 1,491,200.2 |

| Material | Item | Part No. | HSN/SAC | Material Description |
|----------|-------|----------|---------|----------------------|
| | 00010 | | | |
| | 10 | | | |

General terms and Conditions

- 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 : 120 Days from Date of Placement of Contract Order in GeM
- 4 Consignee : Depot Officer, Moonidih Coal Washery
- 5 Paying Authority : HOD(F) MM, KoylaBhawan