

## Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687770882638

Generated Date | अनुबंध तिथि: 20-Mar-2023

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2022/B/2915611](#)

Schedule Name | अनुसूची नाम: Schedule 2, Schedule 3

Organisation Details   संगठन विवरण	Buyer Details   खरीदार विवरण
Type   प्ररूप: Central PSU	Designation   पद: Manager I
Ministry   मंत्रालय: Ministry of Coal	Contact No.   संपर्क नंबर: 94705-95938-
Department   विभाग: Materials Management	Email ID   ईमेल आईडी: sonu.gupta@nic.in
Organisation Name   संगठन का नाम: Bharat Coking Coal Limited	GSTIN   जीएसटीआईएन: 20AAACB7934MFZB
Office Zone   कार्यालय क्षेत्र: Bccl Dhanbad	Address   पता: MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India

Financial Approval Detail   वित्तीय स्वीकृति विवरण	Paying Authority Details   भुगतान प्राधिकरण विवरण
IFD Concurrence   आईएफडी सहमति: Yes	Role: PAO
Designation of Administrative Approval   प्रशासनिक अनुमोदन का पदनाम: GM MM	Payment Mode   भुगतान का तरीका: Offline
Designation of Financial Approval   वित्तीय अनुमोदन का पदनाम: HOD(F)MM	Designation   पद: HOD Purchase Finance
	Email ID   ईमेल आईडी: pao5.bccl.jh@gembuyer.in
	GSTIN   जीएसटीआईएन: N
	Address   पता: MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India
	Payments shall be made to the seller within 21 days of issue
	Payment Timelines   भुगतान of consignee receipt-cum-acceptance certificate (CRAC) and समयसीमा: on-line submission of bills (This is in supersession of 10-days time as provided in clause 12 of GeM GTC)

Seller Details   विक्रेता विवरण	
GeM Seller ID   जेम विक्रेता आईडी: A6BG220005713744	
Company Name   कंपनी का नाम: M/S, MINOTI ENGINEERING WORKS	
Contact No.   संपर्क नंबर: 09830676141	
Email ID   ईमेल आईडी: minoti_valveflangefittings@yahoo.co.in	
Address   पता: 32,,BAKSARA,BAKSARA ROAD,,Howrah,West Bengal, Howrah, WEST BENGAL-711110, -	
MSME verified   एमएसएमई सत्यापित: Yes	
MSME Registration number   एमएसएमई पंजीकरण संख्या: UDYAM-WB-08-0009928	
MSE Social Category   एमएसई सामाजिक श्रेणी: General	
MSE Gender   एमएसई लिंग श्रेणी: Male	
GSTIN   जीएसटीआईएन: 19AWHPM3891L1ZS	

\*GST / Tax invoice to be raised in the name of | जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा - Consignee

Product Details   उत्पाद विवरण						
#	Item Description   आइटम विवरण	Ordered Quantity   आइटम विवरण	Unit   इकाई	Unit Price (INR)   इकाई मूल्य (INR)	Tax Bifurcation (INR)   कर विभाजन (INR)	Price (Inclusive of all Duties and Taxes in INR)   मूल्य (INR में सभी शुल्क और कर सहित)
1	Product Name   उत्पाद का नाम: CAST STEEL SLUICE VALVE 150MM CLASS 300 Brand   ब्रांड: MINOTI Brand Type   ब्रांड प्रकार: Registered Brand Catalogue Status   कैटलॉग की स्थिति: Catalogue not verified by OEM Selling As   कैसे बेचा जा रहा है: Reseller not verified by OEM Category Name & Quadrant   श्रेणी का नाम और चतुर्थांश: CAST STEEL SLUICE VALVE 150MM CLASS 300 (Q3) Model   मॉडल: IS 14846 HSN Code   एचएसएन कोड: 8481	113	pieces	13,806	GST   जीएसटी (18%): 237,978 GST Cess 1   जीएसटी उपकर 1 (0%): 0 GST Cess 2   जीएसटी उपकर 2 (0 per accounting unit): 0 Input Tax Credit (ITC) on GST   जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)   (100%): 237,978 ITC on GST Cess 1   जीएसटी उपकर पर आईटीसी 1 (0%): 0 ITC on GST Cess 2   जीएसटी उपकर पर आईटीसी 2 (0%): 0	1,560,078
2	Product Name   उत्पाद का नाम: CAST STEEL SLUICE VALVE 200MM CLASS 300 Brand   ब्रांड: MINOTI Brand Type   ब्रांड प्रकार: Registered Brand Catalogue Status   कैटलॉग की स्थिति: Catalogue not verified by OEM Selling As   कैसे बेचा जा रहा है: Reseller not verified by OEM	57	pieces	18,880	GST   जीएसटी (18%): 164,160 GST Cess 1   जीएसटी उपकर 1 (0%): 0 GST Cess 2   जीएसटी उपकर 2 (0 per accounting unit): 0 Input Tax Credit (ITC) on GST   जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)   (100%): 164,160 ITC on GST Cess 1   जीएसटी उपकर पर आईटीसी 1	1,076,160

Category Name & Quadrant   श्रेणी का नाम और चतुर्थांश : CAST STEEL SLUICE VALVE 200MM CLASS 300 (Q3) Model   मॉडल: IS 14846 HSN Code   एचएसएन कोड: 8481				(0%) : 0 ITC on GST Cess 2   जीएसटी उपकर पर आईटीसी 2 (0%) : 0		
Total Order Value   कुल ऑर्डर मूल्य (in INR)					2,636,238	
<b>Consignee Detail   परेषिती विवरण</b>						
S.No   क्र.सं.	Consignee   परेषिती	Item   वस्तु	Lot No.   लॉट नंबर	Quantity   मात्रा	Delivery Start After   दिनांक के बाद डिलीवरी शुरू करना है	Delivery To Be Completed By   वितरण पूरा कब तक करना है
1	Designation   पद : - Email ID   ईमेल आईडी : con1.bccl.jh@gembuyer.in Contact   संपर्क : 62876-95727- GSTIN   जीएसटीआईएन : 20AAACB7934MFZB Address   पता : Depot Officer, Central Store, Ekra, BCCL, Post Office- BANSJORA, Dhanbad, Jharkhand-828101., DHANBAD, JHARKHAND-828101, India	CAST STEEL SLUICE VALVE 150MM CLASS 300	-	113	20-Mar-2023	18-Jun-2023
		CAST STEEL SLUICE VALVE 200MM CLASS 300	-	57	20-Mar-2023	18-Jun-2023
<b>Product Specification for CAST STEEL SLUICE VALVE 150MM CLASS 300</b>						
Specification   विनिर्देश		Sub-Spec   उप-विनिर्देश		Value   मूल्य		
Custom Specification		Custom Specification		Yes		
<b>Seller Specification Document   विक्रेता विशिष्टता दस्तावेज़:</b>						
1. <a href="#">SpecificationDocument1</a>		mkp.gem.gov.in/catalog_data/catalog_support_document/81/23/178/CatalogAttrs/SpecificationDocument/2023/1/12/2023_01_12_16_44_26_sv150mm_2023-01-12-16-44-33_f6eb4e911ec1403a450321fac9f8d657.pdf				
<b>Buyer Specification Document   खरीदार विशिष्टता दस्तावेज़:</b>						
1. <a href="#">SpecificationDocument</a>		mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/995743/54/78/703/CatalogAttrs/SpecificationDocument/2022/12/1/150-mm-cs-sluice-valve_2022-12-01-17-28-14_6a7f36954bf29c4075687fd06df4e9e.pdf				
<b>Product Specification for CAST STEEL SLUICE VALVE 200MM CLASS 300</b>						
Specification   विनिर्देश		Sub-Spec   उप-विनिर्देश		Value   मूल्य		
Custom Specification		Custom Specification		Yes		
<b>Seller Specification Document   विक्रेता विशिष्टता दस्तावेज़:</b>						
1. <a href="#">SpecificationDocument1</a>		mkp.gem.gov.in/catalog_data/catalog_support_document/81/23/178/CatalogAttrs/SpecificationDocument/2023/1/12/2023_01_12_16_47_49_sv200mm_2023-01-12-16-47-54_e1a4c11d06c501be3889eed7e2266fae.pdf				
<b>Buyer Specification Document   खरीदार विशिष्टता दस्तावेज़:</b>						
1. <a href="#">SpecificationDocument</a>		mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/995743/54/78/703/CatalogAttrs/SpecificationDocument/2022/12/1/200-mm-cs-sluice-valve_2022-12-01-17-30-01_1457c5674eb5f23abc5faf437541b79e.pdf				
<b>ePBG Detail   ईपीबीजी विवरण</b>						
Advisory Bank   सलाहकार बैंक :				State Bank of India		
ePBG Percentage(%)   ईपीबीजी प्रतिशत (%) :				10.00		
The bidder shall furnish ePBG as applicable as per bid's terms and conditions   बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा						
<b>General Clauses w.r.t RCM/FCM   आरसीएम/एफसीएम के संबंध में सामान्य खंड</b>						
1. Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess. 2. For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while						

evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.

3. For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.

4. For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer. Unregistered seller will invoice buyer with zero GST and Zero GST cess.

5. For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

## Terms and Conditions | नियम और शर्तें

### 1. General Terms and Conditions-

1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.

1.2 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) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

### 2. Buyer Added Bid Specific Terms and Conditions-

#### 2.1 Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

#### 2.2 Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

#### 2.3 Generic

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.

#### 2.4 Generic

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

#### 2.5 Generic

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

#### 2.6 Generic

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 Generic

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.

#### 2.8 Scope of Supply:

Scope of supply (Bid price to include all cost components) : Only supply of Goods

#### 2.9 Warranty:

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.

#### 2.10 Certificates:

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.

#### 2.11 Certificates:

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.

#### 2.12 Inspection:

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

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

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।