|   |  |                         | Con                 | trac     | t                           |  |  |  |               |   |
|---|--|-------------------------|---------------------|----------|-----------------------------|--|--|--|---------------|---|
|   | GeM 7  |                         |                     |          | Contra                      | ict No: GEMC-  | -51168   | 7789739448   |               |   |
| Government<br>e Marketplace Azadi Ka                          |  |                         |                     |          | Generated Date: 25-Mar-2022 |  |  |  |               |   |
| Efficient   | • Transparent • Inclusive  |                         |                     |          |                             |  | Bid/RA   | /PR No: <u>GEM/</u>  | <u>2022/B</u> | /1853653  |
| Orga  | anisation Details  |                         |                     |          | Buyer Detai                 | ils  |  |  |               |   |
| Type:   | Central PSU  |                         |                     |          | Designation:                |  | istant Manage  | r6   |               |   |
| Minist  | try: Ministry of Co  | al                      |                     |          | Contact No.:                | 628  | 876-95241-   |  |               |   |
| •   | rtment: Materials Man  | -                       |                     |          | Email ID:                   |  | yank.shekhar@  |  |               |   |
|   | hisation Name: Bharat Coking<br>2 Zone: Bccl Dhanbad   |                         | Coal Limited        |          | GSTIN:                      |  | AACB7934MF   | ZB<br>level 3, Commer  | cial Build    | ling Koyla  |
| Jince   |  |                         |                     |          | Address:                    |  | wan, Koyla Na  |  |               | ing, koyia  |
|   |  |                         |                     |          | DH                          | DHANBAD, JHARKHAND-826005, India                                   |  |  |               |   |
| Fina  | ancial Approval Detail   |                         |                     |          | Paying Auth                 | noritv D   | etails   |  |               |   |
|   | oncurrence:  | Yes<br>D (T) OP, BCCL   |                     |          | Payment Mode:               |  | Offline  |  |               |   |
| Desigr  | nation of Administrative Approval:   |                         |                     |          | Designation:                |  | D Purchase Fir   |  |               |   |
| Desigr  | nation of Financial Approval:  | GM                      | GM (MM) / HOD       |          | Email ID:<br>GSTIN:         |  | 5.bccl.jh@ger  |  |               |   |
|   |  |                         |                     |          |                             |  | Deventurent  |  |               | line. Kaula   |
|   |  |                         |                     |          |                             | Bha  | MM Department, level 3, Commercial Build<br>Bhawan, Koyla Nagar,<br>DHANBAD, JHARKHAND-826005, India |  |               |   |
| Selle   | er Details   |                         |                     |          |                             |  |  |  |               |   |
|   | Seller ID:   | 252A18000               |                     |          |                             |  |  |  |               |   |
| •   | any Name:<br>ict No.:  | JEEN ENGIN<br>099034595 | EERING PRIV         | atë limi | IED                         |  |  |  |               |   |
| Lonta<br>Email  |  |                         | 54<br>ok@gmail.con  | n        |                             |  |  |  |               |   |
|   |  |                         |                     |          | ROAD TRIMURTI               | WELFARE S  | OCIETY, RAFI   | AHMED KIDWAI R   | OAD, P.C      | ). PARK   |
| Addre   | 255:   | STREET, PAR             |                     |          | T DENCAL TODO               |  |  |  |               |   |
| NSME  | verified:  | NOLKATA P               | OLICE CYBER         | HQ, WES  | ST BENGAL-7000              | 10, -  |  |  |               |   |
|   | Registration number:   | -                       |                     |          |                             |  |  |  |               |   |
| GSTIN   |  | 19AABCJ85               | 44J1Z5              |          |                             |  |  |  |               |   |
| Proc  |  |                         |                     |          |                             |  |  |  |               |   |
| ŧ   | duct Details   |                         | Ordered<br>Quantity | Unit     | Unit Price<br>(INR)         |  | Tax Bifuro   | ation (INR)  |               | of all<br>Duties a<br>Taxes i                                   |
| Pro<br>Bra<br>Bra<br>Cat<br>Sell<br>Cate<br>BE1<br>A20        |  | y OEM                   |                     |          |                             | GST Ces<br>GST Ces<br>Input Ta<br>428,796<br>ITC on G              | 6) : 428,796.6<br><b>s 1</b> (0%) : 0<br><b>s 2</b> (0 per acco<br><b>x Credit (ITC</b>              | 1<br>punting unit) : 0<br>) on <b>GST</b> (100%)<br>%) : 0   |               | (Inclusiv   |
| Pro<br>Bra<br>Bra<br>Cat<br>Sell<br>Cate<br>BE1<br>A20<br>841 | Item Description Doduct Name : MAIN PUMP ASSY FOR BE100 and : REXROTH and Type : Registered Brand talogue Status : Catalogue not verified by Oling As : Reseller not verified by OEM regory Name & Quadrant : MAIN PUMP ASS 1000 (Q3) DVLO190LG1DH2/10L-NTD24N00-Y   | y OEM                   | Quantity            |          | (INR)                       | GST Ces<br>GST Ces<br>Input Ta<br>428,796<br>ITC on G              | 6) : 428,796.6<br>s 1(0%) : 0<br>s 2(0 per acco<br>x Credit (ITC<br>51<br>ST Cess 1(0%)              | 1<br>punting unit) : 0<br>) on <b>GST</b> (100%)<br>%) : 0   |               | (Inclusiv<br>of all<br>Duties a<br>Taxes i<br>INR)              |
| Pro<br>Bra<br>Bra<br>Cat<br>BE1<br>A20<br>841                 | Item Description Doduct Name : MAIN PUMP ASSY FOR BE100 and : REXROTH and Type : Registered Brand talogue Status : Catalogue not verified by Oling As : Reseller not verified by OEM regory Name & Quadrant : MAIN PUMP ASS 1000 (Q3) DVL0190LG1DH2/10L-NTD24N00-Y 136090 Drder Value (in INR)                 | y OEM                   | Quantity            |          | (INR)                       | GST Ces<br>GST Ces<br>Input Ta<br>428,796<br>ITC on G              | 6) : 428,796.6<br>s 1(0%) : 0<br>s 2(0 per acco<br>x Credit (ITC<br>51<br>ST Cess 1(0%)              | 1<br>punting unit) : 0<br>) on <b>GST</b> (100%)<br>%) : 0   |               | (Inclusiv<br>of all<br>Duties a<br>Taxes i<br>INR)<br>2,811,000 |
| Pro<br>Bra<br>Bra<br>Cat<br>Sell<br>Cat<br>BE1<br>A20<br>841  | Item Description Deduct Name : MAIN PUMP ASSY FOR BE100 and : REXROTH and Type : Registered Brand talogue Status : Catalogue not verified by Oliling As : Reseller not verified by OEM regory Name & Quadrant : MAIN PUMP ASS 1000 (Q3) DVLO190LG1DH2/10L-NTD24N00-Y 136090 Drder Value (in INR) signee Detail | y OEM                   | Quantity            |          | (INR)                       | GST Ces<br>GST Ces<br>Input Ta<br>428,796<br>ITC on G              | 6) : 428,796.6<br>s 1(0%) : 0<br>s 2(0 per acco<br>x Credit (ITC<br>51<br>ST Cess 1(0%)              | 1<br>punting unit) : 0<br>) on <b>GST</b> (100%)<br>%) : 0   | Deliv         | (Inclusiv<br>of all<br>Duties a<br>Taxes i<br>INR)<br>2,811,000 |
| Bra<br>Bra<br>Cat<br>1 Sell<br>Cate<br>BE1<br>A20<br>841      | Item Description Doduct Name : MAIN PUMP ASSY FOR BE100 and : REXROTH and Type : Registered Brand talogue Status : Catalogue not verified by Oling As : Reseller not verified by OEM regory Name & Quadrant : MAIN PUMP ASS 1000 (Q3) DVL0190LG1DH2/10L-NTD24N00-Y 136090 Drder Value (in INR)                 | y OEM                   | Quantity            |          | (INR)                       | GST Ces<br>GST Ces<br>Input Ta<br>428,796.<br>ITC on G<br>ITC on G | 6) : 428,796.6<br>s 1(0%) : 0<br>s 2(0 per acco<br>x Credit (ITC<br>51<br>ST Cess 1(0%)              | 1<br>punting unit) : 0<br>) on GST(100%)<br>6) : 0<br>6) : 0 |               | (III<br>Du<br>T<br>2,81   |

<u>SR NO\_(160)Mayank Shekhar</u>

| Specification   | Sub-Spec  | Value |  |  |  |  |  |
|---|---|-------|--|--|--|--|--|
| ustom Specification   | Custom Specification  | Yes   |  |  |  |  |  |
|   |   |       |  |  |  |  |  |
|   |   |       |  |  |  |  |  |
| Seller Specification Document:  |   |       |  |  |  |  |  |
| I. SpecificationDocument1       mkp.gem.gov.in/catalog_data/catalog_support_document/55/64/758/CatalogAttrs/SpecificationDo         ument/2022/2/2/2022_02_02_16_59_31_re93100_2006-05_2022-02-02-16-59-         36_2eb6bb7aeb5b3c8ebc69f77499579         ad5.pdf |   |       |  |  |  |  |  |
| Buyer Specification Document:   |   |       |  |  |  |  |  |
| . SpecificationDocument   | Attrs/SpecificationDocument/2022/1/12/technical-sp<br>01-12 |       |  |  |  |  |  |
|   | -16-35-55_05046e21a466ffe7897309b15d5aa28a.pdf              |       |  |  |  |  |  |
|   |   |       |  |  |  |  |  |

1. Extended Upto : 2022-02-12 12:00:00

## General Clauses w.r.t RCM/FCM

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**

## 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:

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

### 2.2 Purchase Preference (Centre):

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 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.

## 2.4 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.

#### 2.5 Warranty:

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.

## 2.6 Buyer Added Bid Specific ATC

**Buyer Added text based ATC clauses** 

## Eligibility Criteria: -

The bid is eligible for participation by OEM / OES / OPM only. The bidder has to qualify under any one of the following category: -

(1) OEM - Means Original Equipment Manufacturer.

(2) OES - Means Authorized supplier of the original Equipment Manufacturer. Only those firms who have the current authorization and/or technical collaboration of OEM for supply of their equipment and giving technical services would be treated as OES.

(3) OPM - Means Original Parts Manufacturer falling under the following categories:

I) The original manufacturers of assemblies, sub-assemblies or components of the original equipment.

II) The original manufacturers of spare parts/items of assemblies, sub-assemblies or components of the original equipment.

Against this bid, Manufacturers shall qualify as OPM on fulfilling any one of the following criteria: -

(I) On submission of the following documents by OPM: -

(a) Self-Certificate, of being manufacturer of the tendered Assemblies/Sub-subassemblies/ Components etc.

(b) Self-Certified Copies of Purchase Orders in support of proof of having supplied to OEM or copy of Trade Agreement of the OEM with OPM for the tendered items.

In case OPM is not in a position to submit the Purchase Order copy of OEM or Trade Agreement with OEM due to confidentiality law of a particular country, a copy of such law should be enclosed by the OPM for claiming the status as OPM along with a certificate to the effect that they are OPM and have supplied / have been supplying the items to OEM (indicating name of the OEM).

## OR

(II) The manufacturer whose supplied assemblies / sub-assemblies / components to the OEM, have been declared fitted on the equipment by the OEM. In such cases, documents mentioned under I(a) & I(b) above are not required for declaring them as OPM. The bidder has to submit copy of such declaration of OEM.

## OR

(III) The manufacturer whose supplied assemblies / sub-assemblies / components were found fitted on the equipment at the time of physical verification by the Committee (Formed to identify OPMs & headed by Director (Technical), BCCL). In such cases, documents mentioned under I(a) & I(b) above are not required for declaring them as OPM.

Against this Bid, the authorized Distributor / Dealer / Agents of the Manufacturers (OEM / OES / OPM only) can also bid (with duly submitting Bid Specific Manufacturer's authorization certificate), provided their principals qualify under any of the above mentioned eligibility criteria.

### Prooveness Criteria: -

Bidder shall upload Self attested copy of Past Supply order copy and Performance Certificate. MSE Bidders / Start-Ups may be exempted as per the provisions of PP Policy 2012.

2.7 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.

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

| Soal India  | BHARAT COKING COAL LIMITED         (A Subsidiary of Coal India Ltd.)         WIRT कोकिंग कोल लिमिटेड         OFFICE OF CHAIRMAN-CUM-MANAGING-DIRECTOR         Bharat Coking Coal Limited,,         P.0 - BCCL Township, DistDhanbad, Jharkhand, India-826005 |  |                                   |  |  |  |  |
|---|--|--|-----------------------------------|--|--|--|--|
| Coal India Limited<br>A Maharatna Company<br>www.coalindia.in | Phone No:<br>Fax :   |  |                                   |  |  |  |  |
|   | Website :  | Ema  | Email :<br>GSTN : 20AAACB7934MFZB |  |  |  |  |
|   | CIN : U10101JH1972GOI  | .000918 GST1   |                                   |  |  |  |  |
| Purchase Order No: 580007                                     | 4360 <b>PURCHA</b>   | SE ORDER   | Document Date: Mar 25, 2022       |  |  |  |  |
| To,<br>JEEN ENGINEERING PVT I<br>NA<br>46C RAFI AHMED KIDWAI  |  | Department :<br>MSE Status :<br><u>PCC BY REGD.</u><br>E-Mail Addres | OTHERS                            |  |  |  |  |
| 5TH FLOOR KOLKATA<br>KOLKATA<br>700016<br>West Bengal         |  | Telephone<br>GST No  | :9903459554<br>:19AABCJ8544J1Z5   |  |  |  |  |
| India   |  | Vendor Code  | :10001666                         |  |  |  |  |
|   | y of MAIN PUMP ASSY FOR BE<br>No. GEMC-511687789739448 Da  |  |                                   |  |  |  |  |

| Item No  | Material    | No. | Short     | Text | HSN/SAC | UOM | Quantity | Unit      | Price      | Price (Rs) |  |
|--|-------------|-----|-----------|------|---------|-----|----------|-----------|------------|------------|--|
| 10   | 440017825   | 1   | HYD.PUMP. |      |         | EA  | 2.000    | 1191101   | .69 INR    | 2810999.99 |  |
| Manufacturer Part No : 817HM01027 Gross Price 2382203.38   |             |     |           |      |         |     |          |           |            |            |  |
| Material I   | Description | :   |           |      |         |     |          |           |            |            |  |
| Batch : IGST%(18.00) 4287  |             |     |           |      |         |     |          | 428796.61 |            |            |  |
| Batch Description :  |             |     |           |      |         |     |          |           |            |            |  |
| Total Net Value Exclusive of Tax   |             |     |           |      |         |     |          | INR       | 2382203.38 |            |  |
| Total Net Value Inclusive of Tax   |             |     |           |      |         |     |          | INR       | 2810999.99 |            |  |
| Amount in words: Twenty Eight Lakh Ten Thousand Nine Hundred Ninety Nine Rupees And Ninety Nine Paise Only |             |     |           |      |         |     |          |           |            |            |  |

# General Terms and Conditions

As per GeM Contract Ref No. GEMC-511687789739448 Dated 25.03.2022.