

Contract



Contract No: GEMC-511687750253665

Generated Date: 30-Mar-2022

Bid/RA/PR No: [GEM/2022/B/1865344](#)

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: Manager I Contact No.: 62876-95270- Email ID: mrunal.mehta@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: No Designation of Administrative Approval: DT(OP) Designation of Financial Approval: GM(MM)	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: 2BFA180000104315 Company Name: S & S Enterprises Contact No.: 08235389100 Email ID: close2nawal@gmail.com Address: 72,A C Market,Katras Road,Bank More, DHANBAD, JHARKHAND-826001, - MSME verified: No MSME Registration number: - GSTIN: 20ACJFS1281J1Z7 , 20ACJFS1281J1Z7 , 20ACJFS1281J1Z7	

*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 : FRICTION ROPE LINER FOR K6000 WINDER Brand : CENTURY INDUSTRIAL PRODUCTS PVT LTD Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM Category Name & Quadrant : FRICTION ROPE LINER FOR K6000 WINDER (Q3) CIPPL-001 HSN not specified by seller	500	pieces	2,751	GST (18%) : 209,822.034 GST Cess 1 (0%) : 0 GST Cess 2 (0 per accounting unit) : 0 Input Tax Credit (ITC) on GST(100%) : 209,822.034 ITC on GST Cess 1 (0%) : 0 ITC on GST Cess 2 (0%) : 0	1,375,500
Total Order Value (in INR)						1,375,500

Consignee Detail						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: buyer4.bccl.jh@gembuyer.in Contact: 94705-99317- GSTIN: 20AAACB7934MFZB Address: Office of General Manager, Western Jharia Area of BCCL, Moonidih Rd, Putkee, Jharkhand 828129, DHANBAD, JHARKHAND-828129, India	FRICTION ROPE LINER FOR K6000 WINDER	-	500	30-Mar-2022	28-Jun-2022

Product Specification for FRICTION ROPE LINER FOR K6000 WINDER		
Specification	Sub-Spec	Value

Custom Specification	Custom Specification	Yes
Seller Specification Document:		
1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/70/07/346/CatalogAttrs/SpecificationDocument/2022/1/29/2022_01_29_12_31_08_specification-documents_2022-01-29-12-31-13_0e3909124881c82efb04df054c7e457c.pdf	
Buyer Specification Document:		
1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/995743/54/78/703/CatalogAttrs/SpecificationDocument/2021/3/9/frl119143_2021-03-09-18-14-41_2e2e297dba3057adb412d88981cae5b8.pdf	
Corrigendum		
1. Extended Upto : 2022-02-17 11:00:00		
General Clauses w.r.t RCM/FCM		
<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>		
Terms and Conditions		
1. General Terms and Conditions-		
<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>		

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 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.

2.4 Purchase Preference (Centre):

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

2.5 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of Bharat Coking Coal Limited payable at Dhanbad. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

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: 5100002900

PURCHASE ORDER

Document Date: Mar 30, 2022

To,

S&S ENTERPRISES

72 A.C. MARKET, VINAYAK BHAWAN
KATRAS ROAD, BANK MORE DHANBAD

826001

Jharkhand

India

Department : MM

MSE Status : NON-MSE

PCC BY REGD. POST/MAIL

E-Mail Address : CLOSE2NAWAL@REDIFFMAIL.COM

Telephone : 9709233475

GST No : 20ACJFS1281J127

Vendor Code : 10008687

This SAP PO is placed against gem Contract No: GEMC-511687750253665

Generated Date: 30-Mar-2022

Item No	Material No.	Short Text	HSN/SAC	UOM	Quantity	Unit Price	Price (Rs)
10		Friction rope liner for K-6000 Winder		NO	500.000	23313.56 INR	1375500.04
Manufacturer Part No :					Gross Price		1165678.00
Material Description : Product Name : FRICTION ROPE LINER FOR K6000 WINDER Brand : CENTURY INDUSTRIAL PRODUCTS PVT LTD					IN:State GST% -		104911.02
Batch :					ND(9.00)		
Batch Description :					IN:Central GST% -		104911.02
					ND(9.00)		
Total Net Value Exclusive of Tax						INR	1165678.00
Total Net Value Inclusive of Tax						INR	1375500.04
Amount in words:		Thirteen Lakh Seventy Five Thousand Five Hundred Rupees And Four Paise Only					

General Terms and Conditions

All other terms and conditions will be as per gem Contract No: GEMC-511687750253665 Generated Date: 30-Mar-2022