

SR NO(174) Sonu Gupta

Contract



Contract No: GEMC-511687722132374

Generated Date: 29-Mar-2022

Bid/RA/PR No: [GEM/2022/B/2005815](#)

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 Contact No.: 94705-95938- 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: GM MM Designation of Financial Approval: HOD(F)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 Payment Timelines: Payments shall be made to the seller within 21 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10-days time as provided in clause 12 of GeM GTC)

Seller Details	
GeM Seller ID: C6F6180000542159 Company Name: EFIT SOLUTIONS Contact No.: 09815355220 Email ID: jhamb84@gmail.com Address: sss 99 ,,phase 9,mohali,phase 9, Mohali, PUNJAB-160062, - MSME verified: Yes MSME Registration number: PB20D0006340 GSTIN: 03BEFPS1794R1ZR , 03BEFPS1794R1ZR , 03befps1794r1zr	

*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 : AFTON Electromagnetic Resistance System Recumbent Bike Brand : AFTON Brand Type : Registered Brand Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM Category Name & Quadrant : Recumbent bike (Q3) FU-50 9506	1	pieces	39,000	GST (18%) : 5,526.283 GST Cess 1 (9%) : 2,763.142 GST Cess 2 (9 per accounting unit) : 9 Input Tax Credit (ITC) on GST(100%) : 5,526.283 ITC on GST Cess 1(0%) : 0 ITC on GST Cess 2(0%) : 0	39,000
Total Order Value (in INR)						39,000

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	AFTON Electromagnetic Resistance System Recumbent Bike	-	1	29-Mar-2022	28-May-2022

Product Specification for AFTON Electromagnetic Resistance System Recumbent Bike

Specification	Sub-Spec	Value
Performance Parameters	Type of resistance system	Electromagnetic Resistance System
	Number of resistance difficulty level	10
	Type of screen	LCD
	Screen display reading	time, distance, RPM, Speed, difficulty Level, Calories, Pulse, heart beat
	Large Fore-Mid-Aft adjustable seat with good cushion, proper comfort and posture	Yes
	Provision of programs	Preset and manual
	Number of available programs	8
	Provision for adjustable paddle foot straps	Yes
	Number of cranks used in recumbent bike	3
	Provision of built in Hand Grip Pulse Sensor	Yes
	Heart Rate monitoring with hand sensor & telemetric	Yes
	Provision of wheels for easy transportation	Yes
	Source of Power supply	Self Powered
	Warranty in years	1
Material and dimensional parameters	Weight of recumbent bike in kg	34.5
	Size of screen in inches	8
	Length of machine in cm	156
	Width of machine in cm	70
	Height of machine in cm	108
	Maximum User weight in kg	125
Reports	Manufacturer shall be ISO certified	Yes
	ISO cetification deatils such as date and number	9001:2015, APTS QMS 168, Rectification :26.04.2020
	Availability of test report from govt/ NABL/ILAC accredited lab covering all parameters	No
	Test report number , Incase test reports not availabbe , put NA	NA
	Test report date, Incase test reports not availabbe , put NA	NA
	Name of test lab , Incase test reports not availabbe , put NA	NA
	Address of test lab , Incase test reports not availabbe , put NA	NA
	Copies of all certifications and reports to be provided to buyer on demand at time of supplies ,	NA ,Incase test reports not availabbe

Note: Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

General Clauses w.r.t RCM/FCM

- 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.
- 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) : Supply Installation Testing and Commissioning of Goods
 - 2.2 **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.
 - 2.3 **Service & Support:**
Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
 - 2.4 **Service & Support:**
Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
 - 2.5 **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(S&R) I/C OR HIS AUTHORIZED REPRESENTATIVE
 - 2.6 **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.