

Contract



Contract No: GEMC-511687760560874

Generated Date: 30-Mar-2022

Bid/RA/PR No: [GEM/2021/B/1780450](#)

Schedule Name: Schedule 2

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: anils.yadav@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: D(T)P&P Designation of Financial Approval: GM(MM)/HOD	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: 582E180000379217 Company Name: ALKA ENTERPRISES Contact No.: 09430766341 Email ID: sonuprakash7116@gmail.com Address: M/165, MAIN COLONY SUDAMDIH, SUDAMDIH, DHANBAD, JHARKHAND-828126, - MSME verified: Yes MSME Registration number: UDYAM-JH-04-0010313 MSE Social Category: OBC MSE Gender: Male GSTIN: 20BKUPP9104R1ZE, 20BKUPP9104R1ZE	

*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 : Voltas 190 L 2 Star Direct Cool Single Door Refrigerator Brand : Voltas Brand Type : Registered Brand Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM Category Name & Quadrant : Domestic Refrigerators-IS 1476 (Q3) RDC215DXIRX HSN not specified by seller	1	pieces	15,134.84	NA	15,134.84
Total Order Value (in INR)						15,134.84

Consignee Detail						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: anand.kumar@coalindia.in Contact: 0326-2206167-234 GSTIN: 20AAACB7934MFZB Address: Chief Of Medical Services, Central Hospital, PO- Jagjivan Nagar., DHANBAD, JHARKHAND-826003, India	Voltas 190 L 2 Star Direct Cool Single Door Refrigerator	-	1	30-Mar-2022	29-Apr-2022

Product Specification for Voltas 190 L 2 Star Direct Cool Single Door Refrigerator

Specification	Sub-Spec	Value
Specification	Conformity to Indian Standard	IS:1476 latest for Direct Cool
	ISI marked	No
	CML No.	0
Capacity and Design features	Storage Volume(NET CAPACITY) (Litres)	190
	Type of Door	Single
	Insulation	Puff
	Built in Voltage Stabilizer	Yes
	Method of Defrosting	Direct Cool
Performance	BEE Star Rating as on date(Central Ministries/ Departments while procuring shall ensure that the items carry 4 star or higher Star Rating of BEE)	2
	Eco-friendly refrigerant	yes
	Compressor	Power saver Compressor
	Voltage Range at 43 degree Centigrade (Volts)	230 (tolerance 10%)
Material	Coil Material	Copper (Cu)
Finish and Colour	Type of Finish	Metallic
	Colour	Silver

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.

Seller Specification Document:

1. [Verified and Signed Tp document](#)

mkp.gem.gov.in/uploaded_documents/cms/tp/home_dome_do42264188_dome_dome/51/16/877/CategorySc hema/tp_document/2021/7/27/om-no-18-47-2020_2021-07-27-18-56-07_7ebbcab958b9e662ec2f91ff060e599.pdf

Terms and Conditions

1. Special terms and conditions- Version:3 effective from 27-07-2021

1.1

Central Ministries/ Departments while procuring electrical appliances notified by the Department of Expenditure (DoE) shall ensure that they carry the notified threshold or higher Star Rating of Bureau of Energy Efficiency (BEE).In this regard, DoE OM No.26/6/2012-PPD dated 21.01.2013 may also be referred wherein appliances and threshold star rating have been circulated.

2. General Terms and Conditions-

2.1 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

2.2 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.

2.2.1 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.

2.2.2 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.

2.3 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.

2.4 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.

2.5 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.

2.6 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).

2.7 Limitation of Liability: The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.

2.8 Resolution of disputes: The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.

2.9 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.

2.10 Financial Certificate:

2.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.

2.10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.

2.10.3 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.

2.11 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.

3. Buyer Added Bid Specific Terms and Conditions-

3.1 Scope of Supply:

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

3.2 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.

3.3 Service & Support:

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

3.4 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.

3.5 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.

3.6 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.