

# **Contract**

Contract No: GEMC-511687764629052

Generated Date: 18-Aug-2020

Bid/RA/PR No:GEM/2020/B/682157

**Organisation Details** 

Type: Central PSU
Ministry: Ministry of Coal

Department: Materials Management
Organisation Name: Bharat Coking Coal Limited

Office Zone: Bccl Dhanbad

**Buyer Details** 

Name: Vikky Anand
Designation:Assistant Manager
Contact

No.:

62876-95937-

Email ID: buyer9.bccl.dhn@gembuyer.in

GSTIN: 20AAACB7934MFZB

MM Department, level 3, Commercial Building, Koyla Bhawan,

Address: Koyla Nagar,

DHANBAD, JHARKHAND-826005, India

**Financial Approval Detail** 

IFD Concurrence: Yes

Designation of Administrative

Director (Technical) P&P, BCCL.

Designation of Financial Approval:

General Manager (Materials Management),

BCCL.

**Paying Authority Details** 

Name: BIKRAM GHOSH
Designation:HOD Purchase Finance
Email ID: hodpurfin.bccl@nic.in

GSTIN: N

MM Department, level 3, Commercial Building, Koyla Bhawan,

Address: Koyla Nagar,

DHANBAD, JHARKHAND-826005, India

**Seller Details** 

Approval:

Company Name: Ayush Dhanania
Contact No.: 09748280368

Email ID: ayushdhanania@gmail.com
2ND FLOOR,Kolkata,

KOLKATA, West Bengal-700071, -

MSME verified: Yes
MSE Social Category: General
MSE Gender: Male

GSTIN: 19AYXPD6653R1Z7

# **Product Details**

#	Item Description	Category Name	Model	HSN Code	Ordered Quantity	linit	Price (Inclusive of all Duties and Taxes in INR)
1	Jindal Welded Medium 4.0 mm Steel Tube Assembly and Pipe	seamless steel tube assembly-TUBULARS AND OTHER WROUGHT STEEL FITTINGS, RISER PIPE	JINDAL GI Pipe 80mm Medium SS	HSN not specified by seller	16	metric tonne	993,760
Total Order Value (in INR)							993,760

### **Consignee Detail**

S.No	Consignee	Item	Lot No.	Ouantity	Delivery Start After	Delivery To Be Completed By
	Name: Rohit Kumar Designation: -					
	Email ID: con1.bccl.jh@gembuyer.in Contact: 62876-95727-	Jindal Welded Medium 4.0 mm		16	18-Aug-2020	16-Nov-2020
1	GSTIN: 20AAACB7934MFZB	Steel Tube Assembly and Pipe	-			
	Address: Depot Officer, Central Store, Ekra, BCCL, Post Office-					
	BANSJORA, Dhanbad, Jharkhand-828101.,					
	DHANBAD, JHARKHAND-828101, India					

Specification	Sub-Spec	Value

	Conforming to Indian Standard IS 1239 (Part 1) latest	Yes
Specification	Product ISI Marked	Yes
	CML number	5691886
	Manufacturing Process of Pipe	Electric Resistance Welded (ERW)
General	Ends of Pipes	Screwed with Socket at one end and other end protected with plastic cap
	Manufacturing Process of Socket	Electric Resistance Welded (ERW)
	Material of Pipe	Grade-2 of IS 10748/2004, Permissible as per IS 1239(Part 1) latest
	Category of Steel Pipes	Medium
Material	Steel Pipe Galvanized	Yes
	Socket Conform to IS 1239 (Part 2) Latest	YES
	Type of Socket	Welded
	Socket Galvanized	Yes
	Nominal Bore of Steel Pipe (mm)	80
Dimension	Length of Pipe (Metre)	6.0
Dimension	Thickness of Pipe in mm	4.0
	Tolerance in Pipe Length (mm)	Yes
Weight	Weight of Pipe in Kg per meter (Plain end)	8.36
weigni	Weight of Pipe in Kg per meter (Serewed and Socketed)	8.53
	Marking on the Pipe as for IS specification	Yes
Marking	Year of Manufacturing	Yes
	Marking of Government Buyer and Name	Yes
	Availability of Test Report from NABL/ ILAC accredited or Central Government Lab to prove conformity of products to the specification.	Yes
	Test Report No.	28275
Test Report	Test Report Date	30118
	Name of the Lab	SB STEELS COMPANY
	Address of The Lab	366/6GTRoadHowrah-01
	Test report to be furnished to the buyer on demand	Yes

### Corrigendum

1. Extended Upto: 2020-07-10 10:00:00

# **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.
- **1.3 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. Additional Terms and conditions

- 2.1 Scope of supply (Bid price to include all cost components): Only supply of Goods
- 2.2 Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a local supplier, should be as per relevant notification / order issued by the nodal ministry as available on the website of Department of Promotion of Industries and Internal Trade (DPIIT). All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 29.5.2019. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
- 2.3 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.

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