

# **Contract**

Contract No: GEMC-511687784951731

Generated Date:02-Sep-2020

Bid/RA/PR No:GEM/2020/B/682263

**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: Karthesh P

Designation: Assistant Manager8

Contact No.:

94705-95239-

Email ID: buyer8.bccl.dhn@gembuyer.in

GSTIN: -

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

Address: Koyla Nagar,

DHANBAD, JHARKHAND-826005, India

**Financial Approval Detail** 

 IFD Concurrence:
 Yes

 Designation of Administrative Approval:
 GM(MM)

 Designation of Financial Approval:
 GM(MM)

**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** 

Company Name: USHA WELDS LIMITED

Contact No.: 9334111261

Email ID: ushaarc89@gmail.com

Address: USHA WELDS LIMITED,FLAT-102, DEO SIDHI PLAZA,MAIN ROAD,KANKARBAGH,

Patna, BIHAR-800020, -

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

GSTIN: 10AAACU3464D1ZX

## **Product Details**

#	Item Description	Category Name	Model	HSN Code	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
1	USHA ARC U19 Welding Electrodes of 3.15 millimeter Length 350 millimeter	Welding Electrodes for Bus body building parts	USHA ARC U19 SIZE 3.15 X350MM	83111000	36,100	pieces	75,810
Total Order Value (in INR)							75,810

## **Consignee Detail**

S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Name: Rohit Kumar  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	USHA ARC U19 Welding Electrodes of 3.15 millimeter Length 350 millimeter	-	36,100	02-Sep-2020	17-Oct-2020

## Product Specification for USHA ARC U19 Welding Electrodes of 3.15 millimeter Length 350 millimeter **Specification** Sub-Spec Value ISI Marked Yes IS 814:2004 With Latest Conformity to Indian Standard Amdmnt CM/L-5091963 If Yes mention CM/L number Material of welding rod MS Electrical welding rods Designation/Classification of Welding Electrodes as per relevant IS Specification Yes Mention the Designation/Classification of welding rod IS 814:2004 Yes Chemical Composition of welding rod must be as per as IS 814 latest Specifications Welding Current AC. Welding Voltage DC/AC in volt 230 Yield Strength of welding rod in N/mm2 440 Ultimte Tensile Strength of welding rod in N/mm2 The electrode can be subjected to low OCV, offer smooth rippled bead appearance coupled with low spatter and Yes fumes Welding rod size 3.15 Bare Length of welding rod 350 Availability of test report from central govt/ NABL/ILAC accredited lab covering all parameters No Test report number, incase not available put NA NΑ Test report date, incase not available put NA NΑ Test Reports Name of test lab NA Address of test lab, incase not available put NA NΑ Copies of all certifications and reports to be provided to buyer on demand at time of supplies NΑ

## **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 Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.
- 2.2 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 Preference to Make In India products: Preference shall be given to 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). If the bidder wants to avail the Purchase preference, the bidder 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 no purchase preference shall be granted. 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.

2.4 Scope of supply (Bid price to inc	ude all cost components): Only supply of Goods
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