

## Contract



**Contract No:** GEMC-511687721969063

**Generated Date:** 08-Oct-2021

**Bid/RA/PR No:** [GEM/2021/B/1368443](#)

**Schedule Name:** Schedule 1

Organisation Details	Buyer Details
Type: Central PSU	Designation: Assistant Manager8
Ministry: Ministry of Coal	Contact No.: 94705-95239-
Department: Materials Management	Email ID: buyer8.bccl.dhn@gembuyer.in
Organisation Name: Bharat Coking Coal Limited	GSTIN: -
Office Zone: Bccl Dhanbad	Address: MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India

Financial Approval Detail	Paying Authority Details
IFD Concurrence: Yes	Payment Mode: Offline
Designation of Administrative Approval: GM(MM)	Designation: HOD Purchase Finance
Designation of Financial Approval: GM(MM)	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:	160E200001360475
Company Name:	SAITRON ENGINEERS PRIVATE LIMITED
Contact No.:	09822565879
Email ID:	sepl.welding@yahoo.com
Address:	PLOT NO A-36,SAITRON ENGINEERS PVT LTD,A-36 MIDC INDUSTRIAL AREA BUTIBORI,MIDC BUTIBORI, Nagpur, MAHARASHTRA-441108, -
MSME verified:	Yes
MSME Registration number:	MH20B0001436
GSTIN:	27AAKCS3809C1ZF , 27AAKCS3809C1ZF

\*GST / Tax invoice to be raised in the name of - Consignee

Product Details								
#	Item Description	Category Name	Model	HSN Code	Ordered Quantity	Unit	Lead Time(Days)	Price (Inclusive of all Duties and Taxes in INR)
1	<b>Product Name :</b> SAITRON Welding Electrodes of 3.15 millimeter Length 350 millimeter <b>Brand :</b> SAITRON <b>Brand Type :</b> Registered Brand <b>Catalogue Status :</b> OEM verified catalogue <b>Selling As :</b> OEM	Welding Electrodes For Bus Body Building Parts - as per IS 814:2004 With Latest Amdmnt	E6013	83111000	33,100	pieces	-	86,722
Total Order Value (in INR)								<b>86,722</b>

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	SAITRON Welding Electrodes of 3.15 millimeter Length 350 millimeter	-	33,100	08-Oct-2021	07-Dec-2021

**Product Specification for SAITRON Welding Electrodes of 3.15 millimeter Length 350 millimeter**

Specification	Sub-Spec	Value
Test Reports	Availability of test report from central govt/ NABL/ILAC accredited lab covering all parameters	Yes
	Test report number , incase not available put NA	AT THE TIME OF SUPPL
	Test report date , incase not available put NA	AT THE TIME OF SUPPL
	Name of test lab	AT THE TIME OF SUPPL
	Address of test lab , incase not available put NA	AT THE TIME OF SUPPL
	Copies of all certifications and reports to be provided to buyer on demand at time of supplies	Yes
Specifications	ISI Marked	Yes
	Conformity to Indian Standard	IS 814:2004 With Latest Amdmnt
	If Yes mention CM/L number	3604047
	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	ER 4211X
	Chemical Composition of welding rod must be as per as IS 814 latest	Yes
	Welding Current	AC
	Welding Voltage DC/AC in volt	140
	Yield Strength of welding rod in N/mm2	400
	Ultimate Tensile Strength of welding rod in N/mm2	450
	The electrode can be subjected to low OCV, offer smooth rippled bead appearance coupled with low spatter and fumes	Yes
	Welding rod size	3.15
	Bare Length of welding rod	350

#### Corrigendum

1. **Extended Upto** : 2021-08-11 11:00:00

#### Terms and Conditions

##### 1. Special terms and conditions- Version:1 effective from 05-05-2021

###### 1.1

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

**3.1 Scope of supply (Bid price to include all cost components) : Only supply of Goods**

**3.2 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.

**3.3 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.

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

**3.5** 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.

**Note:** This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.