

Contract



Contract No: GEMC-511687749972496

Generated Date: 10-Nov-2021

Bid/RA/PR No: [GEM/2021/B/1584487](#)

Organisation Details Type: Central PSU Ministry: Ministry of Coal Department: Materials Management Organisation Name: Bharat Coking Coal Limited Office Zone: Bccl Dhanbad	Buyer Details Designation: Assistant Manager8 Contact No.: 94705-95239- Email ID: buyer8.bccl.dhn@gembuyer.in GSTIN: - Address: MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India
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Financial Approval Detail IFD Concurrence: Yes Designation of Administrative Approval: GM(MM) Designation of Financial Approval: GM(MM)	Paying Authority Details 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 11 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)
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Seller Details	
GeM Seller ID:	9F9D180000331812
Company Name:	USHA WELDS LIMITED
Contact No.:	09334111261
Email ID:	ushaarc89@gmail.com
Address:	USHA WELDS LIMITED, 1ST FLOOR DEO SIDDHI PLAZ, KANKARBAGH, 933, PATNA, BIHAR-800020, -
MSME verified:	Yes
MSME Registration number:	BR26B0041418
MSE Social Category:	OBC
MSE Gender:	Male
GSTIN:	10AAACU3464D1ZX , 10AAACU3464D1ZX

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

Product Details								
#	Item Description	Category Name & Quadrant	Model	HSN Code	Ordered Quantity	Unit	Lead Time(Days)	Price (Inclusive of all Duties and Taxes in INR)
1	Product Name : Unbranded--USHA WELDS LIMITED Welding Electrodes of 4 millimeter Length 450 millimeter Brand : Unbranded--USHA WELDS LIMITED Brand Type : Unbranded Catalogue Status : OEM verified catalogue Selling As : OEM	Welding Electrodes For Bus Body Building Parts - as per IS 814:2004 With Latest Amdmnt (Q3)	USHA ARC U19	83111000	240,000	pieces	-	1,084,800
Total Order Value (in INR)								1,084,800

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.,	Unbranded--USHA WELDS LIMITED Welding Electrodes of 4 millimeter Length 450 millimeter	-	240,000	10-Nov-2021	09-Jan-2022

Product Specification for Unbranded--USHA WELDS LIMITED Welding Electrodes of 4 millimeter Length 450 millimeter

Specification	Sub-Spec	Value
Test Reports	Availability of test report from central govt/ NABL/ILAC accredited lab covering all parameters	No
	Test report number , incase not available put NA	NA
	Test report date , incase not available put NA	NA
	Name of test lab	NA
	Address of test lab , incase not available put NA	NA
	Copies of all certifications and reports to be provided to buyer on demand at time of supplies	NA
Specifications	ISI Marked	Yes
	Conformity to Indian Standard	IS 814:2004 With Latest Amdmnt
	If Yes mention CM/L number	CM/L-5091963
	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	E6013 AS PER IS 814: 2004
	Chemical Composition of welding rod must be as per as IS 814 latest	Yes
	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	500
	The electrode can be subjected to low OCV, offer smooth rippled bead appearance coupled with low spatter and fumes	Yes
	Welding rod size	4
	Bare Length of welding rod	450

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. Buyer Added Bid Specific Terms and Conditions-

3.1 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.

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

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

3.4 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 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.

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