

## Contract



**Contract No:** GEMC-511687724134591

**Generated Date:** 15-Sep-2022

**Bid/RA/PBP No.:** [GEM/2022/B/2205480](#)

<b>Organisation Details</b> Type: Central PSU Ministry: Ministry of Coal Department: Materials Management Organisation Name: Bharat Coking Coal Limited Office Zone: Bccl Dhanbad	<b>Buyer Details</b> Designation: Deputy Manager Contact No.: 62876-95266- Email ID: buyer5.bccl.dhn@gembuyer.in GSTIN: 20AAACB7934MFZB Address: MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India
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<b>Financial Approval Detail</b> IFD Concurrence: Yes Designation of Administrative Approval: DT OP Designation of Financial Approval: GM MM I/C BCCL HQ	<b>Paying Authority Details</b> 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
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<b>Seller Details</b> GeM Seller ID: H4TM210002383025 Company Name: S D IRON FOUNDRY Contact No.: 09831023326 Email ID: sdironfoundry13@rediffmail.com Address: CHANDITALA II, CHANDITALA II, Manick Chandra Nath, Vill: Khoragore, PO: Krishnara, Village/Town:- HOOGHLY, City:- HOOGHLY, WEST BENGAL-712702, India MSME verified: Yes MSME Registration number: UDYAM-WB-07-0001219 MSE Social Category: General MSE Gender: OTHERS GSTIN: 19ACIFS0238G1Z3	
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\*GST / Tax invoice to be raised in the name of - Consignee

#	Item Description	Ordered Quantity	Unit	Unit Price (INR)	Tax Bifurcation (INR)	Price (Inclusive of all Duties and Taxes in INR)
1	<b>Product Name :</b> Hexagonal Cast Iron Weight <b>Brand :</b> SD <b>Brand Type :</b> Registered Brand <b>Catalogue Status :</b> Catalogue not verified by OEM <b>Selling As :</b> Reseller not verified by OEM <b>Category Name &amp; Quadrant :</b> Hexagonal Cast Iron Weight (Q3) <b>Model:</b> 20 KG <b>HSN Code:</b> 7325	6,600	pieces	2,041.4	GST (18%) : 2,055,240 GST Cess 1 (0%) : 0 GST Cess 2 (0 per accounting unit) : 0 Input Tax Credit (ITC) on GST(100%) : 2,055,240 ITC on GST Cess 1(0%) : 0 ITC on GST Cess 2(0%) : 0	13,473,240
Total Order Value (in INR)						<b>13,473,240</b>

<b>Consignee Detail</b>						
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	Hexagonal Cast Iron Weight	1	2,200	16-Sep-2022	14-Nov-2022
2			2,200	15-Nov-2022	13-Jan-2023	
3			2,200	14-Jan-2023	14-Mar-2023	

**Product Specification for Hexagonal Cast Iron Weight**

Specification	Sub-Spec	Value
Custom Specification	Custom Specification	Yes
<b>Seller Specification Document:</b>		
1. <a href="#">SpecificationDocument1</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/56/18/081/CatalogAttrs/SpecificationDocument/2021/6/22/2021_06_22_22_26_45_c-i-weight-scope-of-work-n-tech_2021-06-22-22-26-47_815cb8daff9bfb6b474fa1352d7f1213.pdf	
<b>Buyer Specification Document:</b>		
1. <a href="#">SpecificationDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/778587/54/78/703/CatalogAttrs/SpecificationDocument/2022/5/24/scope-of-supply-and-technical-specifications_2022-05-24-17-57-59_f9c8b3422e7b43a0bedffaef14c0f6da.pdf	
<b>General Clauses w.r.t RCM/FCM</b>		
<p>1. Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.</p> <p>2. For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.</p> <p>3. For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.</p> <p>4. For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess.</p> <p>5. For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer.</p>		
<b>Terms and Conditions</b>		
<b>1. General Terms and Conditions-</b>		
<p>1.1 This contract is governed by the <a href="#">General Terms and Conditions</a>, conditions stipulated to this Product/Service as provided in the Marketplace.</p> <p>1.2 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) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable</p>		
<b>2. Buyer Added Bid Specific Terms and Conditions-</b>		
<b>2.1 Generic:</b>		
Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.		
<b>2.2 Generic:</b>		
Bidder shall submit the following documents along with their bid for Vendor Code Creation:		
<p>a. Copy of PAN Card.</p> <p>b. Copy of GSTIN.</p> <p>c. Copy of Cancelled Cheque.</p> <p>d. Copy of EFT Mandate duly certified by Bank.</p>		
<b>2.3 Buyer Added Bid Specific ATC</b>		
Buyer Added text based ATC clauses		
Years of Past Experience required, Experience criteria and Past Performance clause mentioned in this GeM BID shall be as per Annexure-A given in Buyer Specification Document as such Experience criteria ,Past Experience and Past Performance clause mentioned in this GeM BID stands deleted.		
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<b>2.4 Purchase Preference (Centre):</b>		
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.

**2.5 Scope of Supply:**

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

**2.6 Generic:**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

**2.7 Generic:**

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.

**2.8 Generic:**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

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