

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687742891537

अनुबंध तिथि | Generated Date : 19-Nov-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4489960](#)

अनुसूची नाम | Schedule Name: Schedule 2, Schedule 6

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रारूप Type : Central PSU मंत्रालय Ministry : Ministry of Coal विभाग Department : COAL INDIA LIMITED संगठन का नाम Organisation Name : Bharat Coking Coal Limited कार्यालय क्षेत्र Office Zone : BCCL Dhanbad Jharkhand	पद Designation : Assistant Manager2 संपर्क नंबर Contact No. : 62872-42898- ईमेल आईडी Email ID : buyer8.bccl.dhn@gembuyer.in जीएसटीआईएन GSTIN : 20AAACB7934MFZB पता Address : MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence : Yes प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: DT (P&P), BCCL वित्तीय अनुमोदन का पदनाम Designation of Financial Approval: GM(MM)/HOD-MM(P), BCCL	Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : Senior Manager ईमेल आईडी Email ID : pay8.bccl.dhn@gembuyer.in जीएसटीआईएन GSTIN : 20AAACB7934MFZB पता Address : MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India भुगतान समयसीमा Payment Timelines: Payments shall be made to the seller within 21 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)

विक्रेता विवरण Seller Details
जेम विक्रेता आईडी GeM Seller ID : BF2C190000918170 कंपनी का नाम Company Name : PUNIT ENGINEERING COMPANY संपर्क नंबर Contact No. : 09831095483 ईमेल आईडी Email ID : fmcgpec@gmail.com पता Address : 39,Vivekanand Road,VIVEKANAND ROAD, Kolkata, WEST BENGAL-700007, - एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-WB-10-0020296 जीएसटीआईएन GSTIN: 19ADCPG1951H1ZQ (B), (M), (R) एमएसई सामाजिक श्रेणी MSE Social Category : General एमएसई लिंग श्रेणी MSE Gender : Male

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

वितरण निर्देश | Delivery Instructions : NA

#	आइटम विवरण Item Description	आइटम विवरण Ordered Quantity	इकाई Unit	इकाई मूल्य (INR) Unit Price (INR)	कर विभाजन (INR) Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित) Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम Product Name : FOOT VALVE ब्रांड Brand : PEC ब्रांड प्रकार Brand Type : NA कैटलॉग की स्थिति Catalogue Status: NA कैसे बेचा जा रहा है Selling As : NA श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : NA (-) मॉडल Model: FOOT VALVE एचएसएन कोड HSN Code: 8481	66	pieces	9,977.71	जीएसटी GST (18%) : 100,453.555 जीएसटी उपकर 1 GST Cess 1 (0%) : 0 जीएसटी उपकर 2 GST Cess 2 (0 per accounting unit) : 0 जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) Input Tax Credit (ITC) on GSTI (100%) : 100,453.555 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%) : 0	658,528.86
2	उत्पाद का नाम Product Name : CS NON RETURN VALVE ब्रांड Brand : PUNIT ENGINEERING COMPANY ब्रांड प्रकार Brand Type : NA कैटलॉग की स्थिति Catalogue Status: NA कैसे बेचा जा रहा है Selling As : NA श्रेणी का नाम और चतुर्थांश Category Name &	70	pieces	32,930.57	जीएसटी GST (18%) : 351,631.51 जीएसटी उपकर 1 GST Cess 1 (0%) : 0 जीएसटी उपकर 2 GST Cess 2 (0 per accounting unit) : 0 जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) Input Tax Credit (ITC) on GSTI (100%) : 351,631.51 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%) : 0	2,305,139.9

Quadrant : NA (-) मॉडल Model: CS NON RETURN VALVE एचएसएन कोड HSN Code: 8481				जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%) : 0		
कुल ऑर्डर मूल्य Total Order Value (in INR)					2,963,668.76	
परोषिती विवरण Consignee Detail						
क्र.सं. S.No	परोषिती Consignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	दिनांक के बाद डिलीवरी शुरू करना है Delivery Start After	वितरण पूरा कब तक करना है Delivery To Be Completed By
1	पद Designation :- ईमेल आईडी Email ID : con1.bccl.jh@gembuyer.in संपर्क Contact : 90316-66224- जीएसटीआईएन GSTIN : 20AAACB7934MFZB पता Address : Depot Officer, Central Store, Ekra, BCCL, Post Office- BANSJORA, Dhanbad, Jharkhand-828101., Dhanbad, JHARKHAND-828101, India	FOOT VALVE	-	66	19-Nov-2024	17-Feb-2025
		CS NON RETURN VALVE	-	70	19-Nov-2024	17-Feb-2025
Product Specification for FOOT VALVE						
विनिर्देश Specification	उप-विनिर्देश Sub-Spec			मूल्य Value		
Custom Specification	Custom Specification			Yes		
विक्रेता विशिष्टता दस्तावेज़ Seller Specification Document:						
1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/61/54/686/CatalogAttrs/SpecificationDocument/2021/7/3/2021_07_03_20_59_48_specification_confirmation_2021-07-03-20-59-50_312ab4196e753eaa12a_cfad2af08540c.pdf					
खरीदार विशिष्टता दस्तावेज़ Buyer Specification Document:						
1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/10863912/54/78/703/CatalogAttrs/SpecificationDocument/2024/1/1/foot_valve_150_mm_2024-01-17-59-34_58587c5ce8cbb70371bffb3bfa7dea88.pdf					
Product Specification for CS NON RETURN VALVE						
विनिर्देश Specification	उप-विनिर्देश Sub-Spec			मूल्य Value		
Custom Specification	Custom Specification			Yes		
विक्रेता विशिष्टता दस्तावेज़ Seller Specification Document:						
1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/61/54/686/CatalogAttrs/SpecificationDocument/2024/2/20/2024_02_20_18_00_36_punit_spec_gem_2024-02-20-18-00-37_0a0423bf74d2dc57cf5cc666dccc50.pdf					
खरीदार विशिष्टता दस्तावेज़ Buyer Specification Document:						
1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/10863912/54/78/703/CatalogAttrs/SpecificationDocument/2024/1/16/nrv_200_mm_2024-01-16-12-04-14_f4aca56329e64950b83a3caa71f08134.pdf					
ईपीबीजी विवरण ePBG Detail						
सलाहकार बैंक Advisory Bank :				State Bank of India		
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):				5.00		
बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा The bidder shall furnish ePBG as applicable as per bid's terms and conditions						
आरसीएम/एफसीएम के संबंध में सामान्य खंड General Clauses w.r.t RCM/FCM						
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.						

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.
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.
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.
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.

नियम और शर्तें | Terms and Conditions

1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 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

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2.2 Scope of Supply:

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

2.3 Inspection:

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance: Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

NA

Post Receipt Inspection at consignee site before acceptance of stores:

GM(E&M) I/C or his authorized representative

2.4 Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

2.5 Generic

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

2.6 Generic

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

2.7 Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

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.

2.9 Certificates:

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

2.10 Certificates:

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.

2.11 Past Project Experience:

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc. Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc.

2.12 Forms of EMD and PBG:

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

payable at
DHANBAD

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

2.13 Forms of EMD and PBG:

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

BHARAT COKING COAL LIMITED

Account No.

10976596836

IFSC Code

SBIN0000066

Bank Name

State Bank of India

Branch address

Bank More, Dhanbad

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

2.14 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

(A) Satisfactory performance certificate of the offered item with same or higher specification, for at least 1 year from the date of commissioning, issued by respective Buyer Organization for the above Orders shall be uploaded with bid. Considering the practical difficulties in obtaining the Performance Reports in cases where proven-ness of the offered product is being ascertained on the basis of supply made in other subsidiaries of CIL or other PSUs/Govt Department/Private Organizations, the bidder shall submit a self certificate in the following format along with proof of payment against the Purchase Order/ Rate Contract and commissioning certificates (in case of equipment, P&M etc. where erection & commissioning is required):

"The items covered in the purchase order/ rate contract(s) copies enclosed with our offer have been fully executed and have performed satisfactorily as per the provisions of the respective purchase order/ rate contract(s) and all the complaints lodged by the purchaser, if any, have been attended to and no complaints/ claims are pending."

(B) Exemption from Experience Criteria/Performance criteria If bidders have submitted documents to prove the Startup/MSE status for the tendered item and their products are ISI marked/DGMS approved/Proven in CIL or its Subsidiary companies/Proven product of the ancillary unit of a Subsidiary Company of CIL, they will be required to submit the following applicable related documents, for relaxation from the criteria of prior experience and prior turnover:

• a valid BIS Marking License for the quoted items

or

• Rate contract issued by CIL/its Subsidiary Companies for the quoted items

or

• a valid DGMS Approval certificate for the quoted items

or

• Proven Ancillary certificate issued by BCCL for the quoted items.

or

if bidders have submitted documents to prove the Startup/MSE status for the tendered item without certificate towards quality, assurance and capability from some authority like MSME, NSIC, etc, the bidder needs to submit Proforma for Equipment and Quality Control' (as per Annexure-1) duly filled along with the bid for assessing the techno-commercial capability of the vendors to manufacture and deliver goods as per the prescribed quality and technical specification. The document(s) / certificate(s) furnished by the bidders for ISI markings or DGMS approval for any relaxation should be valid on the date of tender opening and a copy of such document(s)/certificate(s) valid on the date of supply, must accompany their bill(s).(Proforma attached in buyer added bid specific ATC document)

NOTE: Bidders who quote only for Foot Valve shall submit performance/exemption documents for Foot valves to be considered for provenness/exemption similarly Bidders who quote only for NRV shall submit performance/exemption documents for NRV to be considered for provenness/exemption in suppression point no 3 of page no 3 i.e. experience criteria, subject to compliance of clause no 14 (A) & 14 (B) of ATC.

(C) DOCUMENTS TO BE SUBMITTED BY BIDDERS WHO HAVE SUBMITTED EMD IN FORM OF DD/ RTGS / INTERNET BANKING Bidders submitting EMD in the form of DD/RTGS / internet banking shall also submit the following documents along with their bid for Vendor Code Creation to return the EMD amount post finalization of tender:

a. Copy of PAN Card.

b. Copy of GSTIN.

c. Copy of Cancelled Cheque.

d. Copy of EFT Mandate duly certified by Bank.

2.15 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document [Click here to view the file](#).

2.16 Warranty:

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded 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.