अनुबंध|Contract



अनुबंध क्रमांक | Contract No: GEMC-511687763808199

अनुबंध तिथि | Generated Date : 21-Jun-2024

बोली/आरए/पीबीपी संख्या|Bid/RA/PBP No.: <u>GEM/2024/B/4676754</u>

अनुसूची नाम|Schedule Name:Schedule 1,Schedule 2

संगठन विवरण|Organisation Details

प्ररूप|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 :

संपर्क नंबर।Contact No.:

ईमेल आईडी|Email ID :

shubham.kumar697@nic.in जीएसटीआईएन|GSTIN: MM Department, level 3, Commercial Building, Koyla

Management Trainee 2

पता|Address : Bhawan, Koyla Nagar,

DHANBAD, JHARKHAND-826005, India

वित्तीय स्वीकृति विवरण|Financial Approval Detail

आईएफडी सहमति|IFD Concurrence : प्रशासनिक अनुमोदन का पदनाम| D(T) OP

Designation of Administrative Approval: वित्तीय अनुमोदन का पदनाम।

Designation of Financial Approval :

GM(MM)/HOD-MM

भुगतान प्राधिकरण विवरण | Paying Authority Details

Role: PAO भुगतान का तरीका| Offline Payment Mode:

खरीदार विवरण|Buyer Details

पद|Designation: Senior Manager

ईमेल आईडी|Email ID : pay8.bccl.dhn@gembuyer.in जीएसटीआईएन|GSTIN: 20AAACB7934MFZB

MM Department, level 3, Commercial Building, Koyla पता|Address: Bhawan, Koyla Nagar,

DHANBAD, JHARKHAND-826005, India

Payments shall be made to the seller within 21 days of issue

भुगतान समयसीमा|Payment of consignee receipt-cum-acceptance certificate (CRAC) and Timelines:

on-line submission of bills (This is in supersession of 10-days

time as provided in clause 12 of GeM GTC)

विक्रैता विवरण|Seller Details

जेम विक्रैता आईडी|GeM Seller ID : EB89190000781378

कंपनी का नाम|Company Name : KAIMCO BATTERY PRIVATE LIMITED

संपर्क नंबर|Contact No. :

ईमेल आईडी|Email ID : kaimcobatterypytltd@gmail.com

H.NO - 5,KAIMCO BATTERY PRIVATE LIMITED,SUNDAR NAGAR,BEHIND I.T.I,ITKI ROAD,HEHAL, पता। Address :

Ranchi, JHARKHAND-834005, -

एमएसएमई पंजीकरण संख्या|MSME Registration number : UDYAM-JH-20-0012380

एमएसई सामाजिक श्रेणी|MSE Social Category : General एमएसई लिंग श्रेणी|MSE Gender : OTHERS

जीएसटीआईएन|GSTIN: 20AAHCK2197C1ZX (R), (M)

*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

उत्पाद विवरण | Product Details

# आइटम वि	वेरण 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)
	es red Brand us: OEM verified catalogue	80	pieces	11,545	जीएसटी GST (28%): 202,037.5 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 GST I (100%): 202,037.5 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%): 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%): 0	923,600
ज्याद का नाम Product Name : k ब्रांड Brand : KAIMCO BATTERIE ब्रांड प्रकार Brand Type : Register कैटलॉग की स्थिति Catalogue Statu कैसे बेचा जा रहा है Selling As : OE श्रेणी का नाम और चतुर्थांश Category	es red Brand us: OEM verified catalogue	100	pieces	10,989	जीएसटी GST (28%): 240,384.375 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	1,098,900

Motor Vehicles with Light Weight and High Cranking Performance as per IS 14257:2019 (Q3) मॉडल Model: KA-18180 एचएसएन कोड HSN Code: 8507			GST। (100%) : 240,384.375 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%) : 0					टीसी 1 ITC on) टीसी 2 ITC on	2,022,500
कुल आठर नूरप	10tai Oruci	value (III INK)							2,022,300
परेषिती विर	 रण Consi	ignee Detail							
क्र.सं. S.No		परेषिती Consignee	atamem i		लॉट नंबर Lot No.	मात्रा Q	uantity	दिनांक के बाद डिलीवरी शुरू करना है Delivery Start After	वितरण पूरा कर तक करना है Delivery To Be Completed By
		Email ID : anshu.chaurasia@nic.in	KAIMCO BATTERIES 160 12	S No	-	8	0	21-Jun-2024	20-Aug-2024
1	संपर्क Contact : 62872-42897- जीएसटीआईएन GSTIN : 20AAACB7934MFZB पता Address : Depot Officer, Central Stores, Jealgora BCCL, PO: Jealgora, DHANBAD, JHARKHAND-828110, India		KAIMCO BATTERIES No 144 12			100		21-Jun-2024	20-Aug-2024
Product	Specificati	ion for KAIMCO BATTERIES No 160 12							
विनिर्देश Sp	ecification	उप-विनिर्देश Sub-Spec					मूल्य Va	alue	
		Lead Acid Batteries for Motor Vehicles With Light Weight and High Cranking Performance generally			IS:14257:2019 latest				
GENERIC		Product ISI Marked					No		
		If Product ISI Marked CM/L - BIS License number must declare. For Non ISI Marked write NA					NA FOR	LEAD ACID	
		Battery Voltage (in Volts) 12					12		
RATING		Battery capacity (in Ah)					160		
		Battery discharge rate at					C 5		
DIMENSIONS	S	Maximum overall dimensions (in mm) L x W x Container Height x Battery Height					for 160 /	Ah - 521 x 278 x 22	0 x 270
		Material of container					Polyprop	pylene	
		Material of lid Polyş					Polyprop	pylene	
		Type of separator					Envelop	e type	
CONSTRUCT	ION	Provision of glass mat on separator					With gla	ss mat	
		Battery condition					Charged	i	
		Marking on the battery					As per C	l.8.1 of IS:14257:20	019
		Additional requirement					NA		
		Warranty (in Months) 12					12		
		Availability of type test reports						il.9.1.1 of IS:14257:	2019
		I Availability of special test reports					Robustness of handles,Residual capacity test		
CERTIFICATION	ONS	Availability of type test reports to prove conformity of the Specification from					NABL accredited		
		Test report number and date - Must declare					NTH/4376 29/05/2023		
		Name and address of tested lab - Must declare			NTH KOLKATA				
		Agreed to furnish all the test reports and certificates to buyer on demand					Yes		
_ खरीदार परि	_ भाषित अर्ति	रिक्त विशिष्टता के लिए Buyer Defined Additional Sp	ecification for K/	- AIMCO I	- Batterii	ES No 1	60 12		
विनिर्देश Specification					मूल्य V	alue			
Battery Discharge rate at				C5					
Material of container and Lid					Polypro	pylene			
Battery Condition					Charge	d			

Product Specification for KAIMCO BATTERIES No 144 12

विनिर्देश Specification	उप-विनिर्देश Sub-Spec	मूल्य Value
	Lead Acid Batteries for Motor Vehicles With Light Weight and High Cranking Performance generally conforming to	IS:14257:2019 latest
GENERIC	Product ISI Marked	No
	If Product ISI Marked CM/L - BIS License number must declare. For Non ISI Marked write NA	NA FOR LEAD ACID
	Battery Voltage (in Volts)	12
RATING	Battery capacity (in Ah)	144
	Battery discharge rate at	C 5
DIMENSIONS	Maximum overall dimensions (in mm) L x W x Container Height x Battery Height	for 144 Ah - 521 x 278 x 220 x 270
	Material of container	Polypropylene
	Material of lid	Polypropylene
	Type of separator	Envelope type
CONSTRUCTION	Provision of glass mat on separator	With glass mat
	Battery condition	Charged
	Marking on the battery	As per Cl.8.1 of IS:14257:2019
	Additional requirement	NA
	Warranty (in Months)	12
	Availability of type test reports	As per Cl.9.1.1 of IS:14257:2019
	Availability of special test reports	Robustness of handles,Residual capacity test
CERTIFICATIONS	Availability of type test reports to prove conformity of the Specification from	NABL accredited
	Test report number and date - Must declare	NTH/4376 29/05/2023
	Name and address of tested lab - Must declare	NTH KOLKATA
	Agreed to furnish all the test reports and certificates to buyer on demand	Yes

खरीदार परिभाषित अतिरिक्त विशिष्टता के लिए |Buyer Defined Additional Specification for KAIMCO BATTERIES No 144 12

विनिर्देश Specification	मूल्य Value	
Battery discharge rate at	C5	
Material of container and Lid	Polypropylene	
Battery Condition	Charged	

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 Scope of Supply:

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

2.2 Purchase Preference (Centre):

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 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

2.4 Generic

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

2.5 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.

2.6 Forms of EMD and PBG:

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

Bharat Coking Coal Limited

payable at

Dhanbad

Dhanba

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.

2.7 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

SBIN000066

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.

2.8 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

a)Warranty:

Warranty period as required by BCCL shall be for 1(one) year. from the date of receipt and acceptance of the materials at stores.

b)Inspection:

Inspection of the stores is to be carried out by representative of GM(Excv)/HoD at consignee End.

c)DOCUMENTS TO BE SUBMITTED BY BIDDERS WHO HAVE SUBMITTED EMD IN FORM OF DD/RTGS / INTER NET BANKING:

Bidders submitting EMD in the form of DD/RTGS / internet banking shall also submit the following docum ents 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.
- d) TReDS: Trade Receivables Discounting System (TReDS) is an initiative of Reserve bank of India (RBI) to facilitate MSME receivable payments from corporates. BCCL has on boarded TReDS platform through R eceivables Exchange of India Ltd (RXIL) (URL https://www.rxil.in/Home/Index). MSE bidders willing to ge t payment through this system may get registered on TReDS platform and confirm the member code of R XIL in their offer. The bidder may contact Mr. Avinil Dey, Assistant Relationship Manager-Business Devel opment, RXIL, Mob: +91 9875460974, (email-avinil.dey@rxil.in) for help in registration.

e) Performance Bank Guarantee

Apart from 5 % e-PBG as per GeM format (which is towards security Deposit), the successful bidder shall be required to furnish performance bank Guarantee, PBG (s) as per following,

- 1. The successful bidder shall be required to furnish a Performance Guarantee equivalent to 10% value of the contract to cover the warranty/guarantee period.
- 2. The Performance Guarantee shall be in the form of a Bank Guarantee issued by a RBI scheduled bank in India in the prescribed format as below on a non-judicial stamp paper.
- 3. The Performance Bank Guarantee (PBG) shall be in the same currency in which contract has been sign ed.
- 4. The PBG (s) shall remain valid till 3 months after the completion of warranty period.
- 5. The PBG shall be submitted sufficiently in advance (say 3-4 weeks) to enable its verification from the i ssuing bank, before submission of the invoice.
- 6. The release of the Performance Bank guarantee after above indicated period, shall be subject to satisf actory performance of the equipment/ items during the warranty period and fulfilment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. The Performance Bank Guarantee shall be released after expiry of validity period if no claim is pending, with the approval of the concerned HOD (MM)/ Area GM after expiry of validity period after obtaining the following:
- 1. 'No Claim Certificate' from the concerned HOD (User Dept.) indicating that there is no claim pending.
- 2. 'No Claim Certificate' from the contractor indicating that there is no claim pending and that there is no dispute pending as per Annexure-2.
- 7. The PBG will be submitted through Structured Financial Management System (SFMS).
- 8. The PBG issued by Issuing bank on behalf of the bidder in favour of "Bharat Coking Coal Limited" shall be in paper form (Stamp Paper) as well as issued under "Structured Financial Messaging System". The details of beneficiary Bank for issue of BG through SFMS Platform shall be as under, Issuing Bank should send the underlying confirmation to either of following banks:

Name of ben		Bharat Coking Coal		
eficiary	Name	Limited		
& its details	Area	HQ,BCCL		
	Bank Accoun			
	t no.	35160317947		
	Deptt.	MM Department		
Beneficiary B	State Bank of India			
ank, Branch & A ddress	Main Br	anch Dhanbad		
IFSC code	SBIN000066			
	Or			

Name of ben		Bharat Coking Coal Li	
eficiary	Name	mited	
& its details	Area	HQ,BCCL	
	Bank Acc		
	ount no.	019605001057	
	Deptt.	MM Department	
Beneficiary B		ICICI Bank	
ank, Branch & A ddress	ICICI	Bank, Dhanbad	
IFSC code	ICIC0000196		

- 9. Original copy of the Bank Guarantee issued by the Issuing Bank along with SFMS confirmation shall be sent by the issuing bank to MM department, BCCL.
- 10. In cases where the supplier does not submit the PBG in time or as per the prescribed format in line w ith the contract stipulations, the PBG amount may be deducted from the first bill or in case of insufficien t amount, from subsequent bill(s) of the supplier till the full PBG amount is deducted. This amount shall be refunded to the supplier upon acceptance of PBG submitted by them.

Performance Bank Guarantee Format

M/s. Bharat Coking Coal Ltd.

KoylaBhawan,KoylaNagar

Dhanbad - 826005

Re: Bank Guarantee in respect of Agreement / Contract / Purchase Order vide no dated between BHA RAT COKING COAL LIMITED and (Name of Supplier Company)
Messers
The (Name of the Bank) (hereinafter called 'the Bank') having its office
at has at the request of the Contractor agreed to give the guarantee as hereinafter
contained. We(Name of the Bank) do hereby unconditionally agree with the Compan y that if the Contractor shall in any way fail to observe or perform the terms and conditions of the said Agreeme nt or shall commit any breach of its obligations thereunder, the Bank shall on demand and without any objection or demur pay to the Company, the said sum of Rs or any portion thereof without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same or callin g on the Company to compel such payment by the Contractor.
Any such demand shall be conclusive as regards the liability of the Contractor to the Company and as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor has disputed its liability to pay or has disputed the quantum of the amount or that a ny arbitration proceeding or legal proceeding is pending between the Company and the Contractor regarding the claim.
We, the Bank, further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect till the period that will be taken for the performance of the said Agreement which is likely to be the day of but if the period of Agreement is extended either pursuant to the provisions in the said Agreement or by mutual agreement between the Contractor and the Company, the Bank shall renew the period of the guarantee failing which it shall pay to the Company the said sum of Rs, or such lesser amount out of the said sum of Rs as maybe due to the Company and as the Company may demand. This guarantee shall remain in force until the dues of the Company in respect of the said sum of Rs are fully satisfied and the Company certifies that the Agreement has been fully carried out by the contractor and discharges the guarant ee.
The Bank further agrees with the Company that the Company shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend the time for performance of the said Agreement from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forbear to enforce any of the terms and conditions relating to the said Agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the contractor or through any for bearance, act or omission on the part of the Company or any indulgence by the Company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of relieving or discharging the Guarantor.
The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the Company the said sum of Rs or s uch lesser sum as may then be due to the Company and as the Company may require.
Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs only. The guarantee shall remain in force till theday of20 and unless the guarantee is renewed or a clai m is preferred against the Bank within the validity period and/or the claim period from the said date, all rights o f the Company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.
The Bank has under its constitution power to give this guarantee and[(Name of the
person(s)] who have signed it on behalf of the Bank has authority to do so.
Dated thisday of20
Place
gnature of the authorized person(s)
For and on behalf of the Bank.
No Claim Certificate
(On company letterhead)
To,
(Contract Executing Officer) Procuring Entity
NO CLAIM CERTIFICATE
Sub: Contract Agreement no datedfor the supply of

We have received the sum of Rs. (Rupees	only) in full and final settlement of all the payments due to us for the supply of
vation whatsoever, certify that we have no claim wha act agreement executed by us. We further declare ur	ween us and BHARAT COKING COAL LIMITED. We hereby unconditionally and without any reser atsoever, of any description, on any account, against Procuring Entity, against aforesaid contractive and the sequivocally, that we have received all the amounts payable to us, and have no dispute of any sed out as payable to us and received by us, and that we shall continue to be bound by the ter ards performance of the contract.
	Yours faithfully,
	Signatures of contractor or
	Officer authorized to sign the contract documents on behalf of the contractor (Company stamp)
	(company stamp)
Date:	
Place:	
गेट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़्	ज़ का प्रिट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।
Note: This is system generated file. No signature is required. Pri	nt out of this document is not valid for payment/ transaction purpose.