

Contract



Contract No: GEMC-511687767343711

Generated Date: 30-Mar-2022

Bid/RA/PR No: [GEM/2021/B/1779887](#)

Schedule Name: Schedule 3

Organisation Details	Buyer Details
Type: Central PSU Ministry: Ministry of Coal Department: Materials Management Organisation Name: Bharat Coking Coal Limited Office Zone: Bccl Dhanbad	Designation: Deputy Manager MM Contact No.: - Email ID: anils.yadav@nic.in GSTIN: 20AAACB7934MFZB Address: MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India

Financial Approval Detail	Paying Authority Details
IFD Concurrence: Yes Designation of Administrative Approval: D(T)P&P Designation of Financial Approval: GM(MM)/HOD	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

Seller Details	
GeM Seller ID: 360E180000335792 Company Name: M/S MAXWELL & COMPANY Contact No.: 09279341547 Email ID: maxwelkokar@gmail.com Address: MAXWELL & CO., INDUSTRIAL AREA, KOKAR, RANCHI, Ranchi, JHARKHAND-834001, - MSME verified: Yes MSME Registration number: JH20B0005871 MSE Social Category: General GSTIN: 20AEKPJ2955B1Z0 , 20AEKPJ2955B1Z0 , 20AEKPJ2955B1Z0	

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

Product Details						
#	Item Description	Ordered Quantity	Unit	Unit Price (INR)	Tax Bifurcation (INR)	Price (Inclusive of all Duties and Taxes in INR)
1	Product Name : Unbranded--M/S MAXWELL & COMPANY Student Writing Pad chair design - 1- SEATER/ 1 Witing Pad Brand : Unbranded--M/S MAXWELL & COMPANY Brand Type : Unbranded Catalogue Status : OEM verified catalogue Selling As : OEM Category Name & Quadrant : Single/Multi Seater Student Writing Pad chair (Q3) Maxwell Single/Multi Seater Student Writing Pad Chair 150J24 HSN not specified by seller	150	pieces	1,950	NA	292,500
Total Order Value (in INR)						292,500

Consignee Detail						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: anand.kumar@coalindia.in Contact: 0326-2206167-234 GSTIN: 20AAACB7934MFZB Address: Chief Of Medical Services, Central Hospital , PO- Jagjivan Nagar., DHANBAD, JHARKHAND-826003, India	Unbranded--M/S MAXWELL & COMPANY Student Writing Pad chair design - 1- SEATER/ 1 Witing Pad	-	150	30-Mar-2022	29-Apr-2022

Product Specification for Unbranded--M/S MAXWELL & COMPANY Student Writing Pad chair design - 1- SEATER/ 1 Witing Pad

Specification	Sub-Spec	Value
GENERIC	Style of Student writing pad Chair	With One side Writing pad and Another side With Arm
	Type of writing Pad	Half writing Pad
	Seating Capacity / Number of Writing pad chair	1- SEATER/ 1 Witing Pad
	Type of Frame for Seat and Backrest	Integrated
	Weight bearing capacity for each seat in KG (+/- 4 KG)	100 Kg
	Provision of Open storage under Seat	No
	Base Frame Grouting provision on Floor	No Grouting provision
	Resistance to Acid / chemical , stain and weather	N.A
	Product should be Termite and boiling water resistant	N.A
	Frame assembly	N.A
	Backrest should be dip-pitched (for proper posture support)	Yes
MATERIAL	Frame material for Integrated Seat and Backrest	CRCA Round pipe
	Frame pipe size	14 mm Diameter
	Wall thickness of Frame pipe	16 SWG
	Seat made up of	Hotpressed (moulded) perforated plywood
	Backrest made up of	Hotpressed (moulded) perforated plywood
	Seat and Backrest lamination	N.A
	Seat thickness	12 mm
	Backrest thickness	12 mm
	Writing pad made up of	Teak Wood
	Thickness of Writing pad	16 mm
	Base Frame of Seating made up of	MS ERW tube
	Thickness of Base Frame	12 SWG
	Legs made up of	CRCA pipe
	Size of Legs pipe	30 mm Dia
	Wall thickness of Legs pipe	14 SWG
	Writing Pad support Frame made up of	CRCA Round pipe
	Size of Support Frame	14 mm Diameter
	Wall thickness of Support Frame	14 SWG
DIMENSION	Individual Seat Width \pm 5 mm	430
	Seat Depth \pm 5 mm	460
	Individual Backrest Width \pm 5 mm	400
	Backrest Height \pm 10 mm	420
	Overall Width of Single Seater \pm 10 mm	450 mm
	Overall Width of 2-Seater \pm 10 mm	N.A
	Overall Width of 3-Seater \pm 20 mm	N.A
	Overall Width of 4-Seater \pm 20 mm	N.A
	Overall Height of Chair \pm 10 mm	880
	Seat Height from Floor \pm 5 mm	480
	Writing Pad Height from Seat \pm 5 mm	225
	Writing Pad Width	650
	Writing Pad Depth	500
COLOUR AND FINISH	Support structure Finish	Powder coated (with 50 micron \pm 10 epoxy polyester)
	WARRANTY PERIOD IN YEARS	1

Terms and Conditions

1. Special terms and conditions- Version:1 effective from 20-05-2021

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 Scope of Supply:

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

3.2 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.

3.3 Service & Support:

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

3.4 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.

3.5 Warranty:

Warranty period of the supplied products shall be 2 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.

3.6 Generic:

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.**
- b. Copy of GSTIN.**
- c. Copy of Cancelled Cheque.**
- d. Copy of EFT Mandate duly certified by Bank.**

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