

Contract

Contract No: GEMC-511687740228951

Generated Date:29-Jan-2020

Bid/RA/PR No:GEM/2019/B/450345

Organisation Details

Type: Central PSU

Ministry: Ministry of Coal

Department: Materials Management

Organisation Name: Bharat Coking Coal Limited

Office Zone: Bccl Dhanbad

Buyer Details

Name: Mrunal Mehta
Designation:Deputy Manager MM

Contact

No.:

Email ID: mrunal.mehta@nic.in
GSTIN: 20AAACB7934MFZB

MM Department, level 3, Commercial Building, Koyla Bhawan,

Address: Koyla Nagar,

DHANBAD, JHARKHAND-826005, India

Financial Approval Detail

IFD Concurrence : No

Designation of Administrative Approval : D(P) Designation of Financial Approval : GM(MM)

Seller Details

Company Name: FIBRE GLASS CREATIONS

Contact No.: 09560488449

Email ID: polycarbonatesheetsmnf@gmail.com

OFFICE NO- 8,MAHARASHTRA BHAWAN, OPP. POLICE STATION, PAHARGANJ,C/O FIBRE GLASS

Address: CREATIONS, 8 MAHARASHTRA BHAWAN OPP PAHARGANJ, POLICE STATION PAHARGANJ, PAHARGANJ,

NEW DELHI, DELHI-110055, -

MSME verified: No

Product Details

	#	Item Description	Category Name	Model	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
	1	POLYCARBONATE SHIELD	Poly Carbonate Shield(MHA)	SHIELD	75	pieces	75,000
Total Order Value (in INR)						75,000	

Consignee Detail

S.No	Consignee	Item	Quantity	Expected Delivery Date
1	Kumar Manoj - Landline kumar.manoj8486@nic.in 0 Level, Administration Department, Koyla Bhawan, Koyla Nagar, Dhanbad, Pin Code-826005, DHANBAD, JHARKHAND-826005, India	POLYCARBONATE SHIELD	75	28-Feb-2020

Product Specification for POLYCARBONATE SHIELD

Specification	Sub-Spec	Value	
	Conforming to Specification	MHA QR for Poly Carbonate Shield, issued by MHA vide NO. L.VII.2/2015-16-D. 5-Prov(PC Shield) MHA-Prov-I-2804 dated 21/12/2017	
Specification	Availability of MHA QR of Poly Carbonate Shield	Yes	
	Seen and Understand MHA QR of Poly Carbonate Shield	Yes	
	Availability of Test Report From list of approved laboratory as per MHA QR of Poly Carbonate Shiled	Yes	
	Test Report No	69	
Test Report	Test Report Date	25062019	

Name of the Lab	CIPET	
Address of the Lab	JHARMAJRI BADDI H.P.	
Test report to be furnished to the buyer on demand	Yes	

Additional Specification Documents:

1. QR/Spcn document

https://mkp.gem.gov.in/uploaded_documents/cms/tp/home_de72544000_lawe_crow_poly/51/16/877/CategorySc hema/qr_spcn_document/2018/5/31/qr-of-poly-carbonate-shield-mha_2018-05-31-12-56-29_8eeeacb181e4ddff 989de78795d33d8b.pdf

Terms and Conditions

1. Special terms and conditions

1.1 Seller shall upload the Lab Test Report as prescribed in the product catalogue for the product offered along with the bid.

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.
- 2.3 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. Additional Terms and conditions

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

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