

## Contract

Contract No: GEMC-511687766830429

Original Contract No: GEMC-511687728903995

Generated Date:08-May-2020

Bid/RA/PR No:GEM/2019/B/480447

# **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: Vikky Anand Designation:Assistant Manager

Contact No.:

94705-95937-

Email ID: buyer9.bccl.dhn@gembuyer.in

GSTIN: 20AAACB7934MFZB

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

Address: Koyla Nagar,

DHANBAD, JHARKHAND-826005, India

## **Financial Approval Detail**

IFD Concurrence: Yes

Designation of Administrative Approval : D(T)OP, BCCL Designation of Financial Approval : D(T)P&P, BCCL

### **Seller Details**

Company Name: VISHAL PIPES LIMITED

Contact No.: 09717179053

Email ID: vishalpiipe22@gmail.com

Address: 32 NISHANT KUNJ,KOHAT ENLVAE PITAMPURA,NEW DELHI,

North West delhi, DELHI-110034, -

MSME verified: Yes
MSE Social Category: General
MSE Gender: Male

GSTIN: 09AAACV3101G1ZR

### **Product Details**

	#	Item Description	Category Name	Model	HSN Code	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
	1 I	lighting pole or post and hardware-tubular street light poles	lighting pole or post and hardware- tubular street light poles	VPL INDIA	73089070	275	meter	3,663,000
ſ.	Total Order Value (in INR)						3,663,000	

# **Consignee Detail**

S.No	Consignee	Item	Quantity	Expected Delivery Date
1	Alok Kumar - Landline kul.b0478@nic.in Depot Officer, Central Store, Ekra, BCCL, Post Office- BANSJORA, Dhanbad, Jharkhand-828101., DHANBAD, JHARKHAND-828101, India	lighting pole or post and hardware- tubular street light poles	275	19-Jul-2020

# Product Specification for lighting pole or post and hardware- tubular street light poles

Specification	Sub-Spec	Value		
	Tubular steel poles shall be conforming to IS 2713/80(Part-1& 2) with amdt No-1 latest	Yes		
	Designation of Tubular steel poles as per table 2 of IS 2713/80 Part-2 with amdt No 1	410SP-60		
	Length of Tubular steel poles (Metre)	12		
GENERIC		Bitumen coated as per clause 13.1 of IS:2713		

	Coating on the tubular steel poles	part 1/1980	
	BIS Marked	Yes	
	If Yes, Declare BIS License Number, If No Write Not Applicable	8700018912	
	Type of steel poles	Swaged (SP) with departmental logo as prescribed by buyer on each pole	
CONSTRUCTIONAL	Finials , Base plates and taper plug shall be as per clause 15 of IS 2713(Part-1)/1980	YES	
	Grade of steel tube, as per IS:1161/1998	YST 240	
	Availability of Type Test Reports of the product from Central Govt/NABL/ILAC accredited Lab showing compliance to the specification	YES	
	Test Reports No.	321456	
CERTIFICATIONS	Test Reports Date	in house test	
	Name of the Labs	ghaziabad	
	Test report and approvals to be furnished to the buyer on demand.	YES	

#### **Terms and Conditions**

#### 1. General Terms and Conditions

- 1.1 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
- **1.2 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.
- **1.3 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.
- 1.4 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.
- 1.5 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.
- 1.6 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).
- 1.7 Limitation of Liability: The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.
- 1.8 Resolution of disputes: The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.
- 1.9 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.

# 1.10 Financial Certificate:

- 1.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.
- 1.10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.
- 1.10.3 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.
- 1.11 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.

#### 2. Additional Terms and conditions

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

2.2 Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through Udyog Aadhaar for that
product category. If the bidder wants to avail the reservation benefit, 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.

2.3 Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the SELLER): Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the SELLER. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days FOR INSPECTION from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages. Inspection and external laboratory testing charges shall be borne by the supplier and it shall not be reimbursed by Buyer to them at any point in time. Cost of inspection / testing shall be factored in by the supplier in the cost of the product itself while submitting bid. Following are the tests that are required to be conducted during pre-dispatch inspection: Test on finished poles as per IS 2713. INSPECTION AGENCY: The inspection agency will conduct the inspection and submit the certificate to the supplier as well as the buyers and consignees. The bidder will be

Note:	This is system generated fil	e. No signature is reg	ired. Print out of this docur	ment is not valid for payment/	transaction purpose.