

Contract

Contract No: GEMC-511687722491561

Generated Date:06-Jan-2020

Bid/RA/PR No:GEM/2019/B/429010

Organisation Details

Central PSU Type: 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: CMD, BCCL Designation of Financial Approval : D(T)P&P, BCCL

Seller Details

Company Name: HITESH INDUSTRIES

Contact No.: 01127371628

Email ID: ham son cable sindia@hot mail.com

A-99/2A,, WAZIRPUR INDUSTRIAL AREA, WAZIRPUR INDUSTRIAL AREA,

Address: North West delhi, DELHI-110052, -

Product Details

#	Item Description	Category Name	Model	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
1	UGAC HR-FR Armoured Cables 4 Core X 150 Sq. mm	power cable for direct burial xlpe ugac cable	HAMSON FR UGAC- Armoured Cables 4 Core X 150 Sq. mm	5,600	meter	2,119,600
Т	otal Order Value (in INR)	2,119,600				

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	UGAC HR-FR Armoured Cables 4 Core X 150 Sq. mm	5,600	05-Feb-2020

Product Specification for UGAC HR-FR Armoured Cables 4 Core X 150 Sq. mm

Specification	Sub-Spec	Value
	Mode of Buying	Through bidding only
	Size of Cable (in Sq.mm)	150.0
	Number of cores (nos)	4
GENERIC	Cable Type	PVC outer Sheathed FR of Type ST-2 cable FR Grade C1 Category having heat resisting insulation of PVC compound type C with aluminum conductor suitable for rated voltage at 1100 volts grade and conforming to IS: 1554 Part-1 1988 reaffirmed 2005
02.12.1.0	BIS marked	yes

	BIS certificate number	CM/L 8313970		
Armouring		Galvanised round steel wire armoured		
	Armouring Type	single wire or strip armouring		
shape of conductor		Stranded		
	Number of armouring strip/wire for each size of cable	25 +/- 3		
	size of armouring strip/wire for each size of cable	4.00 mmX 0.80 mm±10%		
	Material of conductor	Aluminium EC Grade		
	Weight of finished cable per meter	2.610 KG		
CONSTRUCTIONAL	In addition to marking requirements as per relevant specification, sequential marking for length, Size of the cable, Type of the cable and Drum Number shall be embossed on every metre of the cable	yes		
	standard cable length on a drum	500 meter for cable size up to and including 185 sqmm.		
	Part length which can be supplied by seller (meter)	150		
	cable to be supplied on wooden drums conforming to IS: 10418/82 with latest amendments.	yes		
	Quantity supplied shall not be more than the ordered quantity.	yes		
	Availability of Type test report from Central government/NABL/ILAC accridiated laoratory to prove conformity to the specification for minimum and maximum ratings.	yes		
	Type Test Certificate No.	ED-72012 ,ED-48713		
CERTIFICATIONS	Type Test Certificate date	28.05.2013		
	Name of Lab	MSME Testing Centre		
	Address of Lab	Okhla, New Delhi		
	Test Report 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 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 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: Routine tests duly attested by manufacturer as per relevant IS .INSPECTION AGENCY: The inspection agency will conduct the inspection and submit the certificate to the supplier as well as the buyers and consig

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