

Contract

Contract No: GEMC-511687703548598

Generated Date:16-Jan-2020

Bid/RA/PR No:GEM/2019/B/401556

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

Seller Details

Company Name: MAHAVIR TRANSMISSION LIMITED

Contact No.: 08586983312

Email ID: sandeep.negi@mahavirtransmission.com

Address: 7/33 Ansari Road, Darya Ganj, New Delhi,Darya Ganj,

MSME verified: Central Delhi, DELHI-110002, Yes

MSE Social Category: General

Product Details

| # | Item Description | Category Name | Model | Ordered Quantity | Unit | Price (Inclusive of all Duties and Taxes in INR) |
|----------------------------|---------------------------------|-----------------------------------|-------------------|---------------------|-------|--|
| 1 | ACSR Wolf Conductor (150 Sq mm) | aluminium conductorsaac/aaac/acsr | ACSR Conductor | 80,000 | meter | 8,311,200 |
| Total Order Value (in INR) | | | | | | 8,311,200 |

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 | ACSR Wolf Conductor (150 Sq mm) | 80,000 | 16-Mar-2020 |

Product Specification for ACSR Wolf Conductor (150 Sq mm)

| - | · · · · · | | | | |
|---------------|--|--|------|--|--|
| Specification | Sub-Spec | Value | | | |
| | Product description | Aluminium conductor galvanised steel reinforced (ACSR) and for overhead transmission purpose conforming to IS:398 Part II/1996 with amendment No. 1, 2 and 3 (Reaffirmed 2007) | 1, 2 | | |
| GENERIC | ISI marked | Yes | | | |
| | BIS CM/L No. | 8669003 | | | |
| | Nominal Size (as per relevant Specification) (sq-mm) | 150 (as per IS:398 Part II) | | | |
| | | Yes with departmental Logo embossed / printed on each drum as prescribed by | | | |

| | Packing on drum conforming to IS:1778/80 | buyer | | |
|----------------|---|---|--|--|
| CONCEDUCTIONAL | Standard Conductor Length | 1500 meter for size upto 150 Sq.mm | | |
| CONSTRUCTIONAL | The maximum number of standard lengths on each drum | 4 Nos. for size upto 55 Sq.mm | | |
| | Short length against individual supply order | 10 of the ordered quantity for each order | | |
| | Minimum length of the short length conductor | More than1/3rd of the standard length | | |
| | Availability of Test Report from NABL/ ILAC accredited or Central Government Lab to prove conformity of products to the specification | yes | | |
| | test report no | TL-63451 | | |
| CERTIFICATIONS | test report date | 14/06/2019 | | |
| | address of lab | Howrah (W.B) | | |
| | Test report to be furnished to the buyer on demand | yes | | |
| | name of lab | NSIC | | |

Corrigendum

1. Extended Upto: 2019-11-30 20:00:00

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: (1.) All the test mentioned in the clauses 14.2 and 14.3 of IS 398 Part-II (Acceptance/Routine test) of the supplied item. (2.) Verification of Type test report document from Govt approved lab for ACSR conduc

2.4 ISO 9001: The bidder must have ISO 9001 certification.

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