

**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  
 Address: MM Department, level 3, Commercial Building, Koyla Bhawan, 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: RAJ ENTERPRISE  
 Contact No.: 09933588965  
 Email ID: raj\_enter30@yahoo.com  
 Address: JHAPATAPUR, KHARAGPUR, West Medinipur, WEST BENGAL-721301, -  
 MSME verified: Yes  
 MSE Social Category: General  
 MSE Gender: Male  
 GSTIN: 19ADLPG9549G1Z1

**Product Details**

| #                          | Item Description     | Category Name        | Model | HSN Code                    | Ordered Quantity | Unit   | Price (Inclusive of all Duties and Taxes in INR) |
|----------------------------|----------------------|----------------------|-------|-----------------------------|------------------|--------|--|
| 1                          | Poly carbonate Lathi | poly carbonate lathi | SK    | HSN not specified by seller | 225              | pieces | 34,650   |
| Total Order Value (in INR) |                      |                      |       |                             |                  |        | 34,650   |

**Consignee Detail**

| S.No | Consignee   | Item                 | Quantity | Expected Delivery Date |
|------|---|----------------------|----------|------------------------|
| 1    | Aman Kumar Singh<br>-<br>Landline-94705-97987-<br>aman.singh3226@nic.in<br>0 Level, Administration Department, Koyla Bhawan, Koyla Nagar, Dhanbad, Pin Code-826005,<br>DHANBAD, JHARKHAND-826005, India | Poly carbonate Lathi | 225      | 12-Jul-2020            |

**Product Specification for Poly carbonate Lathi**

| Specification | Sub-Spec                   | Value |
|---------------|----------------------------|-------|
| Material      | Transparent Poly Carbonate | YES   |
| Dimensions    | Length (Cm)                | 100   |
|               | Diameter (mm)              | 25    |
|               | Wall Thickness (mm)        | 3.5   |
|               | Weight (Grams)             | 350   |

|                      |  |   |
|----------------------|--|---|
| Construction Feature | Hand Grip  | 125 mm soft, shock absorbent with firm grip for proper handling with soft cushioning  |
|                      | Hand Wrist   | 150 mm of cotton, nylon or suitable fabric loop on the top of handgrip to enable proper security to the lathi or cane           |
|                      | Protective shoe/stud   | bottom 50 mm of lathi plugged with ring shaped , firm, fire and water resistant fibre or rubber cap firmly or permanently fixed |
| Performacne          | Scratch proof  | YES   |
|                      | Non Corrosive  | YES   |
|                      | Fire Proof   | YES   |
|                      | Water Proof  | YES   |
|                      | Collapsible  | YES   |
|                      | High Impact resistance   | YES   |
|                      | Straight   | YES   |
|                      | Shock absorbent  | YES   |
|                      | The lathi shall hit with full force on hard tarred ground 25 times and should not break  | YES   |
| Shelf Life           | Shelf Life (Years)   | 1 year  |
| Test Reports         | Availability of Test Reports of from Central Govt./State Govt/NABL/IL AC accredited Lab to prove conformity to the Specification | YES   |
|                      | Test Report No   | 201801240005  |
|                      | Test Report Date   | 24/1/2018   |
|                      | Name of the Lab  | ITL Labs  |
|                      | Address of the Lab   | 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.

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