

| Organisation Details  | Buyer Details  |
|---|--|
| Type: Central PSU<br>Ministry: Ministry of Coal<br>Department: Materials Management<br>Organisation Name: Bharat Coking Coal Limited<br>Office Zone: Bccl Dhanbad | Name: Vikky Anand<br>Designation: Assistant Manager<br>Contact No.: 62876-95937-<br>Email ID: buyer9.bccl.dhn@gembuyer.in<br>GSTIN: 20AAACB7934MFZB<br>MM Department, level 3, Commercial Building, Koyla Bhawan,<br>Address: Koyla Nagar,<br>DHANBAD, JHARKHAND-826005, India |

| Financial Approval Detail   | Paying Authority Details  |
|---|---|
| IFD Concurrence: Yes<br>Designation of Administrative Approval: D(T)OP, BCCL.<br>Designation of Financial Approval: D(T)PP, BCCL. | Name: BIKRAM GHOSH<br>Designation: HOD Purchase Finance<br>Email ID: hodpurfin.bccl@nic.in<br>GSTIN: N<br>MM Department, level 3, Commercial Building, Koyla Bhawan,<br>Address: Koyla Nagar,<br>DHANBAD, JHARKHAND-826005, India |

| Seller Details |  |
|----------------|--|
| Company Name:  | KEI INDUSTRIES LIMITED   |
| Contact No.:   | 09811559725  |
| Email ID:      | pkverma@kei-ind.com  |
| Address:       | D-90, Okhla Industrial Area, Phase 1, New Delhi,<br>New Delhi, DELHI-110020, - |
| MSME verified: | No   |
| GSTIN:         | 07AAACK0251C1Z9  |

| Product Details            |  |  |         |          |                  |       |  |
|----------------------------|--|--|---------|----------|------------------|-------|--|
| #                          | Item Description   | Category Name  | Model   | HSN Code | Ordered Quantity | Unit  | Price (Inclusive of all Duties and Taxes in INR) |
| 1                          | KEI Three-core armoured, screened XLPE Cables, Category: C2-FR-LSH, for Working Voltages from 3.3 kV up to and Including 33 kV | XLPE Cables, Category: C2-FR-LSH, for Working Voltages from 3.3 kV up to and Including 33 kV | A2XCEFY | 85446020 | 2,150            | meter | 1,748,272.5                                      |
| Total Order Value (in INR) |  |  |         |          |                  |       | 1,748,272.5                                      |

| Consignee Detail |   |  |         |          |                      |                             |
|------------------|---|--|---------|----------|----------------------|-----------------------------|
| S.No             | Consignee   | Item   | Lot No. | Quantity | Delivery Start After | Delivery To Be Completed By |
| 1                | Name: Rohit Kumar<br>Designation: -<br>Email ID: con1.bccl.jh@gembuyer.in<br>Contact: 62876-95727-<br>GSTIN: 20AAACB7934MFZB<br>Address: Depot Officer, Central Store, Ekra, BCCL, Post Office- BANSJORA, Dhanbad, Jharkhand-828101., | KEI Three-core armoured, screened XLPE Cables, Category: C2-FR-LSH, for Working Voltages from 3.3 kV up to and Including 33 kV | -       | 2,150    | 05-Oct-2020          | 19-Dec-2020                 |

**Product Specification for KEI Three-core armoured, screened XLPE Cables, Category: C2-FR-LSH, for Working Voltages from 3.3 kV up to and Including 33 kV**

| Specification                              | Sub-Spec   | Value                            |
|--|--|----------------------------------|
| GENERIC                                    | Crosslinked Polyethylene Insulated Thermoplastics Sheathed Cables, for Working Voltages from 3.3 kV up to and Including 33 kV conforming to  | IS:7098-Part 2:2011 latest       |
|  | ISI Marked   | Yes                              |
|  | ISI Marked if "Yes" BIS License Number (CM/L Number) - Must declare  | 8738194                          |
|  | Category of cable with Improved fire performance   | C2 - FR-LSH                      |
|  | Types of cable   | Three-core armoured, screened    |
|  | Voltage Grade  | Earthed systems:<br>6.35/11 kV   |
|  | Armoured cables upto 11 kV Grade specified in this standard are suitable for use in mines (as per Cl. 1.3 , 4.1.1, Cl. 17.5 and Cl. 21.2.1 of IS:7098 (Part 2):2011 (If "Yes" manufacturer shall have valid BIS License for the same ) | Yes                              |
|  | Low temperature application (If "Yes" manufacturer shall have valid BIS License for the same )   | Yes                              |
|  | Conductor material (as per Cl.4 of IS:7098 (Part 2):2011 latest  | Aluminium                        |
|  | Outer sheath (Type ST2)  | PVC                              |
| "Nominal Cross Sectional Area of Conductor | 185  |                                  |
| CONSTRUCTIONAL                             | Insulation (conforming to the requiremnt as per Table.1 of IS:7098 (Part 2):2011 latest  | Cross linked polyethylene        |
|  | Armouring  | Galvanized formed wires armoured |
|  | Cable packing type (Wound on drum) (as per Cl. 22.1 of I:7098 (Part 2):2011 latest   | Wooden drum                      |
|  | Identification on cable as per Cl. 21 of IS:7098 (Part 2):2011 latest  | Yes                              |
|  | Marking on cable (as per Cl. 22.2 of I:7098 (Part 2):2011 latest   | Yes                              |
| CERTIFICATIONS                             | Availability of Type test report with improved fire performance category from Central government/NABL/ILAC accredited laoratory to prove conformity to the specification   | Yes                              |
|  | Test report number - Must declare  | CPRI RTLCL2015T003               |
|  | Report date - Must declare   | 07-04-2015                       |
|  | Name of lab - Must declare   | CPRI                             |
|  | Address of lab - Must declare  | NOIDA                            |
|  | All the test reports and certificates shall furnish by the supplier to the buyer/consignee 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** Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from Class 1 local suppliers as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document 50%. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

**2.3** 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.

**2.4** The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.