

Contract

Contract No: GEMC-511687772818068

Generated Date: 29-Jan-2020

Bid/RA/PR No:GEM/2019/B/450352

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: Mrunal Mehta Designation:Deputy Manager MM

Contact

No.:

Email ID: mrunal.mehta@nic.in GSTIN: 20AAACB7934MFZB

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

Address: 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: Shubham Enterprises Contact No.: 09968091964 Email ID: caitr2014@gmail.com

3149,GALI AHIRAN,BAR WALA CHOWK, PAHARI DHIRAJ,

Address: Delhi, DELHI-110006, -

MSME verified: Yes General MSE Social Category:

Product Details

#	Item Description	Category Name	Model	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
1	Full Body Protector (MHA)	Full Body Protector(MHA)	Raj	75	pieces	487,500
Т	otal Order Value (in INR)		487,500			

Consignee Detail

S.No	Consignee	Item	Quantity	Expected Delivery Date
1	Kumar Manoj - Landline kumar.manoj8486@nic.in 0 Level, Administration Department, Koyla Bhawan, Koyla Nagar, Dhanbad, Pin Code-826005, DHANBAD, JHARKHAND-826005, India	Full Body Protector (MHA)	75	28-Feb-2020

Product Specification for Full Body Protector (MHA)

Specification	Sub-Spec	Value	
	Conforming to Secification	MHA QR for Full Body Protector issued by MHA vide No. L. VII.54/2010-12-Prov-R,13th November, 2013	
	Availability of MHA QR of Full Body Protector	Yes	
Specification	Seen and undestand MHA QR of Full Body Protector	Yes	
	Size	Large	
	Color	Camouflage pattern	
	Availability of Test Report from list of approved laboratory as per MHA QR of Poly Carbonate Shield	Yes	

	Test Report No	1525896520		
Test Report	Test Report Date	15052017		
	Name of The Lab	Quality Control Lab, NMDC, Ltd		
	Address of the Lab	Kharsia Road, Raigarh, Chattisgarh		
	Test Report to be furnished to the buyer on demand	Yes		

Additional Specification Documents:

1. QR/Spcn document

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Terms and Conditions

1. Special terms and conditions

1.1 Seller shall upload the Lab Test Report as prescribed in the product catalogue for the product offered along with the bid.

2. General Terms and Conditions

- 2.1 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
- **2.2 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.
- 2.3 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.
- 2.4 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.
- 2.5 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.
- 2.6 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).
- 2.7 Limitation of Liability: The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.
- 2.8 Resolution of disputes: The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.
- 2.9 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.

2.10 Financial Certificate:

- 2.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.
- 2.10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.
- 2.10.3 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.
- 2.11 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.

3. Additional Terms and conditions

- 3.1 Scope of supply (Bid price to include all cost components): Only supply of Goods
- 3.2 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 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 shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.	- 11
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