

### **Contract**

Contract No: GEMC-511687793630714

Generated Date:16-May-2020

Bid/RA/PR No:GEM/2020/B/583804

**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: Rohit Kumar Designation:ROHIT KUMAR

Contact No.:

-9470595727-

Email ID: rohit.k3576@nic.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: GM(MM)

**Seller Details** 

Company Name: SOLANCE INDUSTRIES

Contact No.: 09925683535
Email ID: business@solance.in

228, VIRESHWAR INDUSTRIAL ESTATE, BAVLA BAGODARA NH-8A, BAVLA,

Address: Ahmedabad, GUJARAT-382220, -

MSME verified: Yes
MSE Social Category: General
GSTIN: NA

### **Product Details**

#	Item Description	Category Name	Model	HSN Code	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
1	SOLANCE 12.0 Volt 180 AH Battery	lead acid battery	SOLANCE SXP1800	HSN not specified by seller	150	pieces	1,404,000
Т	otal Order Value (in INR)	1,404,000					

# **Consignee Detail**

S.No	Consignee	Item	Quantity	Expected Delivery Date
1	Alok Kumar  - Landline con1.bccl.jh@gembuyer.in Depot Officer, Central Store, Ekra, BCCL, Post Office- BANSJORA, Dhanbad, Jharkhand-828101., DHANBAD, JHARKHAND-828101, India	SOLANCE 12.0 Volt 180 AH Battery	150	15-Jul-2020

# Product Specification for SOLANCE 12.0 Volt 180 AH Battery

Specification	Sub-Spec	Value	
	Types of Lead Acid of Battery	Lead-Acid Storage Batteries for Motor Vehicles with Light weight and High Cranking Performance conforming to IS:14257/1995	
	Nominal Voltage of Battery (volts)	12.0 Volt	
Generic	Material of container	Polypropylene	
	Rated Capacity at C20 discharge (AH)	180	

	Warranty (Years)	2 Years
	Battery Condition	Charged
	Dimensions (L x W x H) (mm x mm x mm)	As per relevant IS Specifications
CONSTRUCTIONAL	Volume of Electrolyte (ml)	1250
CONSTRUCTIONAL	Weight of Dry Battery (Kg) shall be as per relevant IS: Specn., corresponding Ah	Yes.
	No.of cells per Battery (No.)	6 Cells for 12 Volt battery
	Availability of Test Reports from Central Govt./NABL/ILAC accrediated Lab showing conformity to the specifications	Yes
	Address of the Lab	GUJARAT
	Name of the Lab	SOLANCE INDUSTRIES
Certifications	Test Report No.	SOL/18-19/1800010
	Test Report Date	15.10.18
	Compulsory Registration (CRS) of BIS for safety as per IS 16046 as applicable. Secondary Cells and (Batteries containing Alkaline or other non-acid Electrolytes-Safety Requirements for Portable sealed secondary cells, and for Batteries made from them for use in portable applications	YES

### **Terms and Conditions**

#### 1. Special terms and conditions

1.1 Battery serial number list shall be furnish by the seller along with the supply of the battery to Buyer

#### 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 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.
- 3.2 Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from local supplier 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 local supplier, should be as per relevant notification / order issued by the nodal ministry as available on the website of Department of Promotion of Industries and Internal Trade (DPIIT). 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 29.5.2019. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
- 3.3 Scope of supply (Bid price to include all cost components) : Only supply of Goods
- 3.4 Dedicated /toll Free Telephone No. for Service Support: BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
- 3.5 Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

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