

Contract

Contract No: GEMC-511687747765005

Generated Date:19-Nov-2020

Bid/RA/PR No:GEM/2020/B/831036

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: Karthesh P

Designation:Assistant Manager8

Contact

94705-95239-

No.:

Email ID: buyer8.bccl.dhn@gembuyer.in

GSTIN: -

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:
 GM(MM)

 Designation of Financial Approval:
 GM(MM)

Paying Authority Details

Name: BIKRAM GHOSH
Designation:HOD Purchase Finance
Email ID: pao5.bccl.jh@gembuyer.in

GSTIN: N

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

Address: Koyla Nagar,

DHANBAD, JHARKHAND-826005, India

Seller Details

Company Name: KAIMCO BATTERY PRIVATE LIMITED

Contact No.: 9430330858

Email ID: kaimcobatterypvtltd@gmail.com

Address: H.NO - 5,KAIMCO BATTERY PRIVATE LIMITED,SUNDAR NAGAR,BEHIND I.T.I,ITKI ROAD,

HEHAL, Jharkhand-834005, -

MSME verified: Yes

GSTIN: 20AAHCK2197C1ZX

Product Details

#	Item Description	Category Name	Model	HSN Code	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
1	KAIMCO BATTERIES 12.0 Volt Volt Lead Acid Battery	lead acid battery	KA-181800	8507	200	pieces	1,629,600
Тс	Total Order Value (in INR)						1,629,600

Consignee Detail

S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Name: Kul Bhushan Designation: - Email ID: con1.coalindia.dhn@gembuyer.in Contact: 947-0595275- GSTIN: 20AAACB7934MFZB Address: Depot Officer, Central Stores, Jealgora BCCL, PO: Jealgora, DHANBAD, JHARKHAND-828110, India	KAIMCO BATTERIES 12.0 Volt Volt Lead Acid Battery	-	200	19-Nov-2020	03-Jan-2021

Product Specification for KAIMCO BATTERIES 12.0 Volt Volt Lead Acid Battery

Specification	Sub-Spec	Value
		Lead-Acid Storage Batteries for Motor
		Vehicles with Light weight and High
	Types of Lead Acid of Battery	Cranking Performance conforming to

		IS:14257/1995
Generic	Nominal Voltage of Battery (volts)	12.0 Volt
Contino	Material of container	Polypropylene
	Rated Capacity at C20 discharge (AH)	180
	Warranty (Years)	1 Year
	Battery Condition	Charged
	Dimensions (L x W x H) (mm x mm x mm)	As per relevant IS Specifications
CONSTRUCTIONAL	Volume of Electrolyte (ml)	15000
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	PUNE
	Name of the Lab	CIRT
Certifications	Test Report No.	699982401/R290
	Test Report Date	06/01/2020
	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	NA

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 Preference to Make In India products (For bids less than 200 Crore): Preference shall be given to Class 1 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 Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder 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 no purchase preference shall be granted. 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. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. 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 Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 15 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imberse the cost of such service / rectification to the Buyer.
- 3.4 Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
- **3.5 Upload Manufacturer authorization:** Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.
- **3.6** 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.
- 3.7 Scope of supply (Bid price to include all cost components): Only supply of Goods

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