

### Contract

Contract No: GEMC-511687766120049

Generated Date:04-Jun-2020

Bid/RA/PR No:GEM/2020/B/589457

## **Organisation Details**

Central PSU Type: Ministry: Ministry of Coal Department: Materials Management Organisation Name: **Bharat Coking Coal Limited** 

Office Zone: **Bccl Dhanbad** 

## **Buyer Details**

Mrunal Mehta Name: 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: Shyam Ji Trading Company

Contact No.: 9878414142

Email ID: shyamjitradingcochd@gmail.com

SECOND FLOOR, SCO- 172A, Grain market, SECTOR 26, Address:

Chandigarh, Chandigarh-160019, -

MSME verified: Yes MSE Social Category: General MSE Gender: Male

GSTIN: 04AEWPC9984P1ZD

#### **Product Details**

#	Item Description	Category Name	Model	HSN Code	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
1	HELMET COMBAT FIBER GLASS WITH P. C. VISIOR AD PER DGSND GEM DRG	helmet combat fiberglass	HELMET COMBAT FIBER GLASS	HSN not specified by seller	200	pieces	24,000
Total Order Value (in INR)						24,000	

## **Consignee Detail**

S.No	Consignee	Item	Quantity	Expected Delivery Date
1	Aman Kumar Singh - Landline-94705-97987- aman.singh3226@nic.in 0 Level, Administration Department, Koyla Bhawan, Koyla Nagar, Dhanbad, Pin Code-826005, DHANBAD, JHARKHAND-826005, India	HELMET COMBAT FIBER GLASS WITH P. C. VISIOR AD PER DGSND GEM DRG	200	04-Jul-2020

# Product Specification for HELMET COMBAT FIBER GLASS WITH P. C. VISIOR AD PER DGSND GEM DRG

Specification	Sub-Spec	Value
	Conformity to Defence Sepecification No. IND/GS/1684(c)	Yes
Specification	Sepecification No. IND/GS/1684(c) issued by Controllerate of quality Assurance(general stores), Department of Defence Production& Supplies, Ministry of Defence(DGQA), Post Bag No. 127, kanpur -208004	Yes
Design Battern	Standerd Pattern of Helmet Combat and drawing /sketches as per clause 4 of defence Sepecification No. IND/GS/1684(c)	Yes
Design, Pattern		

and Colour	Colour of Helmet Combat	
	Weather Visor is required	Yes
	Material of body and other parts of the Helmet Combat as per clause 5.1 and 5.2 of Defence Sepecification No. IND/GS/1684(c)	Yes
Material	Material of visor	Transparent Polycarbonete sheet
	Thicness of shell body of Helmet (mm)	4
	Thicness of Visor (mm)	3.0
Dimensions	Weight of shell body (gram)	775
Diffierisions	Weight of Finish Helmet (gram)	1050
	Minor Axis of Finish Helmet (mm)	225
	Height of center of helmet (mm)	160
	Avaliability of Test report fron Central Govt./ NABL / ILAC approved Laboratory to prove conforming to specification.	Yes
	Test report No.	8885
	Test Report date	15062017
Test Reports	Name of the Lab	Deep Testing Laboratories
	Address of the Lab	FARIDABAD
	Test report to be furnish to the buyes 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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