

Contract



Contract No: GEMC-511687789689365

Generated Date: 03-Dec-2021

Bid/RA/PR No: [GEM/2021/B/1558867](#)

Schedule Name: Schedule 3

Organisation Details	Buyer Details
Type: Central PSU	Designation: Assistant Manager8
Ministry: Ministry of Coal	Contact No.: 94705-95239-
Department: Materials Management	Email ID: buyer8.bccl.dhn@gembuyer.in
Organisation Name: Bharat Coking Coal Limited	GSTIN: -
Office Zone: Bccl Dhanbad	Address: MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India

Financial Approval Detail	Paying Authority Details
IFD Concurrence: Yes	Payment Mode: Offline
Designation of Administrative Approval: GM(MM)	Designation: HOD Purchase Finance
Designation of Financial Approval: GM(MM)	Email ID: pao5.bccl.jh@gembuyer.in
	GSTIN: N
	Address: MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India
	Payment Timelines: Payments shall be made to the seller within 11 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10-days time as provided in clause 12 of GeM GTC)

Seller Details	
GeM Seller ID:	11CD180000539762
Company Name:	DISHANT ENGINEERING WORKS
Contact No.:	09433062638
Email ID:	dishant@maheshwarigroup.in
Address:	PLOT NO 48,-,144/145 J. N. MUKHERJEE ROAD,GHUSURY, Howrah, WEST BENGAL-711107, -
MSME verified:	Yes
MSME Registration number:	UDYAM-WB-08-0004084
MSE Social Category:	General
MSE Gender:	Male
GSTIN:	19AAIFD3720G1ZL , 19AAIFD3720G1ZL

*GST / Tax invoice to be raised in the name of - Consignee

Product Details								
#	Item Description	Category Name & Quadrant	Model	HSN Code	Ordered Quantity	Unit	Lead Time(Days)	Price (Inclusive of all Duties and Taxes in INR)
1	Product Name : DEW-X 144 Ah/505x222x220x270 Lead Acid Batteries For Motor Vehicles Brand : DEW-X Brand Type : Registered Brand Catalogue Status : OEM verified catalogue Selling As : OEM	Lead Acid Batteries for Motor Vehicles With Light Weight and High Cranking Performance as per IS:14257 (Q3)	DEW-X IN180	85071000	80	pieces	-	759,160
Total Order Value (in INR)								759,160

Consignee Detail						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: ak.sinha2069@nic.in Contact: 93406-86283- GSTIN: 20AAACB7934MFZB Address: Depot Officer, Central Stores,	DEW-X 144 Ah/505x222x220x270 Lead Acid Batteries For Motor Vehicles	-	80	03-Dec-2021	01-Feb-2022

Product Specification for DEW-X 144 Ah/505x222x220x270 Lead Acid Batteries For Motor Vehicles

Specification	Sub-Spec	Value
GENERIC	Lead acid batteries for Motor Vehicles With Light Weight and High Cranking Performance conforming to IS: 14257:1995 latest	Yes
	ISI Marked	No
	ISI Marked if "YES" declare BIS License Number (CM/L Number). If "NO" write NA	NA
	Battery Voltage	12 Volt
	Rated capacity (in Ah) 5-h Rate/Maximum Overall dimensions in mm (Length x Width x Container Height)/Battery Height	144 Ah/505x222x220x270
	Material of Container and Lid	Polypropylene
	Separator type	Leaf without glass
CONSTRUCTIONAL	Materials, Construction and workmanship as per Cl. 4 of IS:14257:1995 latest	Yes
	Marking as per Cl. 8 of IS:14257:1995 latest	Yes
	Battery condition	Dry charged
	Warranty (in Years)	1 Year
CERTIFICATIONS	Availability of complete and satisfactory type test Report from Central Government / NABL/ ILAC accredited laboratory to showing conformity of the Specification	Yes
	Test report Number	0013
	Report date	22.11.2019
	Name and address of Lab	NTH ALIPUR KOLKJATA
	All the test reports and certificates shall furnish to the buyer/consignee on demand	Yes

Corrigendum

1. **Extended Upto** : 2021-10-23 11:00:00

Terms and Conditions

1. Special terms and conditions- Version:1 effective from 04-05-2020

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.

2.2.1 Contracted goods should be delivered at the consignee or designated delivery location as per the working time of the buying organisation. Seller may get the same confirmed from consignee before scheduling delivery.

2.2.2 A copy of the contract should be available with the messenger / dispatching agency that delivers the Goods at consignee / delivery location (preferably pasted / attached outside the consignment / package) for easy reference and ease in delivery acceptance.

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. Buyer Added Bid Specific Terms and Conditions-

3.1 Scope of supply (Bid price to include all cost components) : Only supply of Goods

3.2 Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

3.3 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.

3.4 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.

3.5 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.

3.6 Buyer Added text based ATC clauses

For section-Lead Acid Batteries For Motor Vehicles With Light Weight And High Cranking Performance As PefS:14257 with a required quantity of 80 Number batteries, warranty period as required by BCCL shall be for 1(one) year

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