

Contract

Contract No: GEMC-511687706132573

Generated Date:12-Sep-2020

Bid/RA/PR No:GEM/2020/B/723680

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: Alok Kumar
Designation:Deputy Manager
Contact 62876-95266-

No.:

02070-33200-

Email ID: buyer5.bccl.dhn@gembuyer.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: CMD BCCL

Designation of Financial Approval:

GM MM BCCL

Paying Authority Details

Name: BIKRAM GHOSH
Designation:HOD Purchase Finance
Email ID: hodpurfin.bccl@nic.in

GSTIN: N

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

Address: Koyla Nagar,

DHANBAD, JHARKHAND-826005, India

Seller Details

Company Name: P K Industry
Contact No.: 9748280368

Email ID: ayushdhanania@gmail.com

Address: 2ND FLOOR, DHANANIA HOUSE, 1, LORD SINHA ROAD,

KOLKATA, West Bengal-700071, -

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

GSTIN: 19ADRPD7724L1ZY

Product Details

#	Item Description	Category Name	Model	HSN Code	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
1	1200-24 VEM ROCK 20 PR T/T JK TYRE	automotive vehicles pneumatic tyres	JK TYRE & INDUSTRIES 12.00-24	HSN not specified by seller	466	pieces	11,067,500
To	Total Order Value (in INR)						11,067,500

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	1200-24 VEM ROCK 20 PR T/T JK TYRE	-	466	12-Sep-2020	10-Jan-2021

Product Specification for 1200-24 VEM ROCK 20 PR T/T JK TYRE

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Specification	Sub-Spec	Value

Category Of Pneumatic tyres	Normal Road Tyre
Tyres	With Tube
Conformity to Indian Standrad for Pneumatic Tyres	IS:15636 latest for Automotive vehicles: Pneumatic tyre for commercial Vehicles-Diagonal and radial ply
Conformity to Indian Standrad for Pneumatic Tubes	IS:13098 latest for Automotive vehicles: Tubes for Pneumatic tyre
ISI MARKED (for Tyres)	Yes
CM/L No and validity date)(for Tyres	8808088
ISI MARKED (for Tubes)	Yes
CM/L No and validity date(for tubes)	3505550
Type of tube	Class-A
Manufactures name and Trade Name	JK TYRE
Tyre-size Designations	1200.24
Tube-size Designations	12.00-24
Structure of Tyre	Bias-belted
Ply Rating	20 PR
Speed Category	100 KMPH
Load indicas	1135
Side Well (mm)	325
Inner area of Tyers (mm)	22.5
Section Width (min)(mm)	312
Overall Width (max)(mm)	12
Section Height (mm)	24
Nominal Aspect Ratio(mm)	24
Outer diameter (min)(mm)	1249
Nominal Rim Diameter(mm)	24
Maximum load Rating(%)	100
Conformity to AIS-044	Yes
Availability of Type Test Report covering complete test parameters as per relevant BIS spcification latest for Tyre type, from any ILAC/NABL accredited/Central Gov. LAB.	YES
Test cetificate No.	A-04634
Test Report Date	05/10/2017
Name and address of the Lab where test Conducted	JK TYRES LAB
Others Certificate ie ROHS,WHO,GMP etc	NA

Terms and Conditions

Ungrouped

1. General Terms and Conditions

Warranty Time

- 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 Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from Class 1 local suppliers 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%. 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 04.06.2020. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
- 2.3 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.
- 2.4 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.

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