

# Contract

Contract No: GEMC-511687772553850

Generated Date:13-Jun-2020

Bid/RA/PR No:GEM/2020/B/635096

# **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: Shivam Pandey
Designation:Assistant Manager5

Contact

No.:

Email ID: buyer5.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 : D(T) OP, BCCL

Designation of Financial Approval: GM (MM)

# **Seller Details**

Company Name: R S TRADE & AGENCY PRIVATE LIMITED

Contact No.: 09435107277

Email ID: write2rsta@yahoo.com

Address: 3RD FLOOR,,THAKURIA BUILDING,F A ROAD,KUMARPARA,,

GUWAHATI, ASSAM-781001, -

MSME verified: No GSTIN: NA

# **Product Details**

#	Item Description	Category Name	Model	HSN Code	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
1	GRADER XL 1300x24	automotive vehicles pneumatic tyres	CEAT 13.00x24 GRADER XL	HSN not specified by seller	16	pieces	308,272
2	TUBE 1300.24	Automotive vehicles tubes for pneumatic tyres	CEAT TUBE 1300.24	HSN not specified by seller	10	pieces	24,230
Total Order Value (in INR)				332,502			

# **Consignee Detail**

S.No	Consignee	Item	Quantity	Expected Delivery Date
	Kul Bhushan	GRADER XL 1300x24	16	13-Jul-2020
1	Landline-947-0595275- con1.coalindia.dhn@gembuyer.in Depot Officer, Central Stores, Jealgora BCCL, PO: Jealgora, DHANBAD, JHARKHAND-828110, India	TUBE 1300.24	10	13-Jul-2020

# Product Specification for GRADER XL 1300x24

Specification	Sub-Spec	Value		
	Category Of Pneumatic tyres	Normal Road Tyre		
	Tyres	Without 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	2206434
ISI MARKED (for Tubes)	NA for Tubeless and without tube
CM/L No and validity date(for tubes)	NA WITHOUT TUBE
Type of tube	NA for Tubeless and without tube
Manufactures name and Trade Name	CEAT LIMITED
Tyre-size Designations	13.00x24
Tube-size Designations	NA WITHOUT TUBE
Structure of Tyre	Diagonal or bias ply
Ply Rating	16
Speed Category	50KMPH
Load indicas	3780
Side Well (mm)	325
Inner area of Tyers (mm)	22.5
Section Width (min)(mm)	338
Overall Width (max)(mm)	340
Section Height (mm)	312
Nominal Aspect Ratio(mm)	1.08
Outer diameter (min)(mm)	1290
Nominal Rim Diameter(mm)	609.6
Maximum load Rating(%)	3780
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.	1718
Test Report Date	30/05/2018
Name and address of the Lab where test Conducted	CEAT TEST LAB
Others Certificate ie ROHS,WHO,GMP etc	NA
Warranty Time	1

# **Product Specification for TUBE 1300.24**

Ungrouped

Specification	Sub-Spec	Value
	Conformity to Indian Standrad for Pneumatic Tubes	IS: 13098 latest for Automotive tubes for pneumatic tyres
	Tubes For type of Pneumatic tyres	Normal Road Tyre
	ISI MARKED (for Tubes)	yes
	CM/L No and validity date	3703857
	Type of Tubes	Class - A
	Material Used	RUBBER
	Thickness uniformity of Tubes	yes
	Manufacturers name and Brand Name	CEAT LIMITED
	Tyre -Size Designations for which tube applicable	1300.24

Specifications	Tube -Size Designations	1300.24
	The tubes manufactured from an appropriate rubber compound and vulcanized to an end less annular ring shape	Yes
	A valve or spud conforming to IS 9081.	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.	SEP 2019
	Test Report Date	01-11-2019
	Name and address of the Lab where test Conducted.	CEAT TEST LAB
	Others Certificate ie ROHS,WHO,GMP,ISO etc.	NA
	Warranty Time(Year)s	1

### **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

shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.
2.3 Preference to Make In India products: Preference shall be given to 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). 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 29.5.2019.
2.4 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.

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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