

S.O.No. 21000832419125 dtd. 25/09/19

Contract

Contract No: GEMC-51168 7738710371

Generated Date:25-Sep-20 19

Organisation Details	Buyer Details
Name: Central PSU Ministry: Ministry of Coal Department: Materials Management Organisation Name: Western Coalfields Ltd Office Zone: Western Coalfields Limited / Nagpur	Name: Alok Kumar Designation: Asst Manager (MM) Contact No.: 0712-2512354-5585 Email ID: alokkumar@westerncoal.gov.in GSTIN: 27AAACW1573L1ZW Address: 1st Floor, MM Wing, WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA-440001, India

Financial Approval Detail

Occurrence : Yes
 Signature of Administrative Approval : CM MM
 Signature of Financial Approval : GM Finance

Seller Details

Company Name: BATTERY CORPORATION
 Contact No: 3332502223
 Email ID: batterycorporation@gmail.com
 Address: (PROP BATTERY CORPORATION),GURUDWARA,SEVOKE ROAD,SILIGURI, SILIGURI, WEST BENGAL-734001, -

Product Details

Item Description	Category Name	Model	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
B 12v 26ah	lead acid battery	Exide	8	pieces	19,960
Order Value (in INR)					19,960

Consignee Detail

Sl. No	Consignee	Item	Quantity	Expected Delivery Date
	Rohit Kumar Asst Manager Systems Landline-0712-2510130-5492 rohitkumar481@westerncoal.gov.in 1st Floor, MM Wing, WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA-440001, India	B 12v 26ah	8	10-Oct-2019

Product Specification for B 12v 26ah

Specification	Sub-Spec	Value
ERIC	Types of Lead Acid of Battery	Small sized Valve Regulated Lead -Acid Batteries (SMF) conforming to JISC: 8702/1998 (Part 1,2 & 3) with latest amendments
	Nominal Voltage of Battery (volts)	12.0 Volt
	Material of container	Fibre Reinforced Plastics (FRP)
	Rated Capacity at C20 discharge (AH)	26
	Warranty (Years)	2 Years
	Battery Condition	Charged
	Dimensions (L x W x H) (mm x mm x mm)	As per relevant IS Specifications

CERTIFICATIONS	Availability of Test Reports from Central Govt./NABL/ILAC accredited Lab showing conformity to the specifications	Yes
	Address of the Lab	Bhopal
	Name of the Lab	CPRI
	Test Report No.	00/30/831
	Test Report Date	11-04-2018
	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	Applicable

Terms and Conditions

Special terms and conditions

Battery serial number list shall be furnish by the seller along with the supply of the battery to Buyer

General terms and conditions

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 /Reverse Auction Additional Terms and Conditions (ATC), as applicable

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.

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.

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 wholly or in part, the Performance Security furnished by the Seller.

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) levied 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.

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).

Limitation of Liability: The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.

Resolution of disputes: The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.

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 shall 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 period 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.

Financial Certificate:

1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.

2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.

3 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.

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