

**Contract**

Contract No: GEMC-511687717939879

Generated Date: 10-Jun-2021

Bid/RA/PR No: GEM/2021/B/1173105

Schedule Name: Schedule 1

11000814921092 Dt. 19/08/21

Organisation Details		Buyer Details	
Type:	Central PSU	Designation:	Dy. Manager
Ministry:	Ministry of Coal	Contact No.:	0712-2511381-5529
Department:	Materials Management	Email ID:	asnagarkar@westerncoal.gov.in
Organisation Name:	Western Coalfields Ltd	GSTIN:	27AAACW1578L1ZW
Office Zone:	Western Coalfields Limited / Nagpur	Address:	1st Floor, MM Wing, WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA-440001, India

Financial Approval Detail		Paying Authority Details	
IFD Concurrence:	Yes	Payment Mode:	Offline
Designation of Administrative Approval:	Director (P&P)	Designation:	Dy Manager Fin
Designation of Financial Approval:	GM Finance	Email ID:	sprathi@westerncoal.gov.in
		GSTIN:	27AAACW1578L1ZW
		Address:	WCL Hqrs, Coal Estate, Civil Lines, NAGPUR CITY, MAHARASHTRA-440001, India

Seller Details	
GeM Seller ID:	9314180000090829
Company Name:	GODREJ AND BOYCE MANUFACTURING COMPANY LIMITED
Contact No.:	08879644660
Email ID:	gagarwal@godrej.com
Address:	3RD FLOOR, PLANT 11, Alternate Mobile No. 98749 32329 - Gitesh Verma (Air Conditioner, Refrigerator), VIKHROLI WEST, MUMBAI, MAHARASHTRA-400079, -
MSME verified:	No
GSTIN:	24AAACG1395D1Z0 , 32AAACG1395D1Z3 , 32AAACG1395D1Z3 , 19AAACG1395D1ZR , 18AAACG1395D1ZT , 10AAACG1395D1Z9 , 21AAACG1395D1Z6 , 33AAACG1395D1Z1 , 29AAACG1395D1ZQ , 37AAACG1395D1ZT , 27AAACG1395D1ZU , 03AAACG1395D1Z4 , 27AAACG1395D1ZU , 03AAACG1395D1Z4 , 33AAACG1395D1Z1 , 30AAACG1395D1Z7 , 27AAACG1395D1ZU , 07AAACG1395D1ZW , 08AAACG1395D1ZU , 09AAACG1395D1ZS , 09AAACG1395D1ZS , 27AAACG1395D1ZU , 18AAACG1395D1ZT , 32AAACG1395D1Z3 , 19AAACG1395D1ZR , 36AAACG1395D1ZV , 22AAACG1395D2Z3 , 20AAACG1395D1Z8 , 27AAACG1395D1ZU , 05AAACG1395D1Z0 , 27AAACG1395D1ZU , 23AAACG1395D1Z2 , 06AAACG1395D1ZY , 33AAACG1395D1Z1 , 33AAACG1395D1Z1 , 36AAACG1395D1ZV , 32AAACG1395D1Z3 , 29AAACG1395D1ZQ , 07AAACG1395D1ZW , 09AAACG1395D1ZS , 09AAACG1395D1ZS , 03AAACG1395D1Z4 , 22AAACG1395D2Z3 , 08AAACG1395D1ZU , 27AAACG1395D1ZU , 27AAACG1395D1ZU , 27AAACG1395D1ZU , 10AAACG1395D1Z9 , 20AAACG1395D1Z8 , 19AAACG1395D1ZR , 18AAACG1395D1ZT , 21AAACG1395D1Z6 , 24AAACG1395D1Z0 , 05AAACG1395D1Z0 , 24AAACG1395D1Z0 , 27AAACG1395D1ZU , 29AAACG1395D1ZQ , 03AAACG1395D1Z4 , 27AAACG1395D1ZU , 27AAACG1395D1ZU

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

Product Details							
#	Item Description	Category Name	Model	HSN Code	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
1	<b>Product Name :</b> godrej 2.0 Ton / 6000 kcal/hr High wall Split AC 5 Star <b>Brand :</b> godrej <b>Brand Type :</b> Registered Brand <b>Catalogue Status :</b> OEM verified catalogue <b>Selling As :</b> OEM	Air Conditioner-IS 1391	Godrej 2 Ton 5star Split INV AC	HSN not specified by seller	5	pieces	221,625
Total Order Value (in INR)							221,625

Consignee Detail							
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By	
1	Designation: - Email ID: ulli.srikanthganes@nic.in Contact: - GSTIN: - Address: Regional Stores, WCL, Durgapur Opencast, P.O. DURGAPUR Distt Chandrapur, ( M.S)Pin 442 403, CHANDRAPUR, MAHARASHTRA-442403, India	godrej 2.0 Ton / 6000 kcal/hr High wall Split AC 5 Star	-	5	10-Jun-2021	10-Jul-2021	

**Product Specification for godrej 2.0 Ton / 6000 kcal/hr High wall Split AC 5 Star**

Specification	Sub-Spec	Value
CAPACITY / GENERIC	Type of Air conditioner	High wall Split AC
	Technology of AC	Inverter (Variable Speed)
	Nominal cooling capacity in Ton / (kcal/hr)	2.0 Ton / 6000 kcal/hr
	Coil Material	Copper
	Eco-friendly refrigerant	Yes
	Minimum length of copper pipe and suitable connecting electrical cable for installation and commissioning	5 metre
	Packing List	Standard Kit
	Any other Features	As Per OEM
CONFORMITY / CERTIFICATION	BEE Star Rating	5
	Conformity to Indian Standard	IS 1391 latest
WARRANTY	Warranty on Machine	1
	Warranty on Compressor	10
INSTALLATION	Installation and commissioning	With Installation and Commissioning

**Terms and Conditions**

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

**1.1 Scope of installation and Commissioning for Cassette AC**

1.1.1 Mounting/Fitting of indoor and outdoor units at the respective locations after cutting the false ceiling / drilling holes into the roof, if required.

1.1.2 Laying of refrigerant piping and connecting with indoor and outdoor units after drilling hole/holes in the wall, if required.

1.1.3 Charging Refrigerant gas in the unit.

1.1.4 Suitable electric wiring between indoor unit and switch upto 3 meters length.

1.1.5 Testing for satisfactory working without any abnormal noise as well as leakage test of entire system.

1.2 Following are not included in the scope of supply for Cassette AC:

1.2.1 Refrigerant pipe of required length.

1.2.2 Set of 4 nos. of Rods for fixing Cassette AC to the roof.

1.2.3 Chiselling / Ducting / grooving for concealing the Refrigerant piping / cabling.

1.2.4 Switches/ Sockets / Plug Tops / Voltage Stabilizer.

**1.3 Scope of installation and Commissioning for Floor Standing Split AC**

1.3.1 Mounting/Fitting of indoor and outdoor units at the respective locations.

1.3.2 Laying of refrigerant piping and connecting with indoor and outdoor units after drilling hole/holes in the wall, if required.

1.3.3 Charging Refrigerant gas in the unit.

1.3.4 Suitable electric wiring between indoor unit and switch upto 3 meters length.

1.3.5 Testing for satisfactory working without any abnormal noise as well as leakage test of entire system.

1.4 Following are not included in the scope of supply for Floor Standing Split AC

1.4.1 Refrigerant pipe of required length.

1.4.2 Chiselling / Ducting / grooving for concealing the Refrigerant piping / cabling.

1.4.3 Switches/ Sockets / Plug Tops / Voltage Stabilizer.

1.5 Buyers shall ensure that wherever they opt for Air Conditioner 'with installation at Extra Cost', they have to select separately priced installation at extra cost. Similarly, the buyers may also order separately priced accessories for Air Conditioners such as Metallic mount, Set of Hanging Rods for Cassette AC, Drain pipe, Extra Refrigerant Pipe, Extra Electric Cable.

1.6 In addition to general terms and conditions of the GeM following special T&C shall be applicable:

1.6.1 "Refrigerant Pipe / Refrigerant Piping", wherever is referred in this document, means, "Set of two copper pipes one for suction other for discharge with suitable insulation for carrying the Refrigerant along with suitable connecting electrical cable".

1.6.2 The Scope of installation and Commissioning for different types of Air Conditioners when opted by the buyer shall be as under: Scope of installation and Commissioning for Window AC :-

1.6.2.1 Mounting/Fitting of Window AC, with necessary alignment work, in already made window frame.

1.6.2.2 Suitable electric wiring upto 3 meters length between Window AC and Power Socket / voltage stabilizer.

1.6.2.3 Testing for satisfactory working without any abnormal noise as well as leakage test of entire system.

1.6.3 Following are not included in the scope of supply for Window AC:

1.6.3.1 Carpentry work for making the window frame and fixing of wooden frame.

1.6.3.2 Switches/ Sockets / Plug Tops / Voltage Stabilizer.

1.6.4 Scope of installation and Commissioning for High wall Split AC :-

1.6.4.1 Mounting/Fitting of indoor and outdoor units at the respective locations.

1.6.4.2 Laying of refrigerant piping and connecting with indoor and outdoor units after drilling hole/holes in the wall, if required.

1.6.4.3 Charging Refrigerant gas in the unit.

1.6.4.4 Suitable electric wiring between indoor unit and switch upto 3 meters length.

1.6.4.5 Testing for satisfactory working without any abnormal noise as well as leakage test of entire system.

1.6.5 Following are not included in the scope of supply for High wall Split AC:

1.6.5.1 Chiselling / Ducting / grooving for concealing the Refrigerant piping / cabling.

1.6.5.2 Switches/ Sockets / Plug Tops / Voltage Stabilizer.

## 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. Additional Terms and conditions-

3.1 Scope of supply (Bid price to include all cost components) Supply Installation Testing and Commissioning of Goods

3.2 Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from 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). 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 29.5.2019. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

**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 To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid):** Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for six months & should submit a certificate from OEM declaring percentage of local content as per MII Orders & Bidder should submit a certificate regarding restrictions on procurement from a bidder of country which shares a land border with India as per Office memorandums issued by Deptt of Expenditure ,PPD , Ministry of Fin under F.No.6/18/2019-PPD dt 23/7/2020..

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