

Contract



Contract No: GEMC-511687702276027

Generated Date: 07-Dec-2021

Bid/RA/PR No: [GEM/2021/B/1342643](#)

Schedule Name: Schedule 2

11000831421241 DT.7-Dec-2021

Organisation Details	Buyer Details
Type: Central PSU	Designation: Chief Manager MM
Ministry: Ministry of Coal	Contact No.: 7116-247092-
Department: Materials Management	Email ID: navinnischal@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: No	Payment Mode: Offline
Designation of Administrative Approval: GM(MM) Pur	Designation: Dy Manager Fin
Designation of Financial Approval: GENERAL MANAGER(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:	9998180000526044
Company Name:	CEAT LIMITED
Contact No.:	09833814887
Email ID:	anil.jadhav@ceat.com
Address:	463,RPG HOUSE,DR.ANNIE BESANT ROAD,WORLI, Mumbai, MAHARASHTRA-400030, -
MSME verified:	No
MSME Registration number:	-
GSTIN:	24AAACC1645G1Z5 , 27AAACC1645G1ZZ , 27AAACC1645G1ZZ , 37AAACC1645G1ZY , 19AAACC1645G1ZW , 06AAACC1645G1Z3 , 27AAACC1645G1ZZ , 23AAACC1645G1Z7

*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 : SLICK 431 16PR Brand : CEAT LIMITED Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM	SLICK 431 16PR (Q3)	9.00-20 SLICK 431 16PR	4011	150	pieces	-	2,980,800
Total Order Value (in INR)								2,980,800

Consignee Detail							
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By	
1	Designation: - Email ID: m.khobragade@nic.in Contact: 07146-271433- GSTIN: 23AAACW1578L1Z4 Address: Regional Stores, Western Coalfields Limited Pathakhera Area P.O.:Pathakhera Colliery-460449, Distt.:Betul.(M.P) GSTN: 23AAACW1578L1Z4, BETUL, MADHYA PRADESH-460449, India	SLICK 431 16PR	1	60	08-Dec-2021	05-Feb-2022	
			2	45	06-Feb-2022	06-Apr-2022	
			3	45	07-Apr-2022	05-Jun-2022	

Product Specification for SLICK 431 16PR		
Specification	Sub-Spec	Value
Custom Specification	Custom Specification	Yes

Seller Specification Document:

1. [SpecificationDocument1](#)

mkp.gem.gov.in/catalog_data/catalog_support_document/23/25/242/CatalogAttrs/SpecificationDocument/2021/7/17/2021_07_17_15_35_15_9-00x20-slick-431_2021-07-17-15-35-19_43872991e3aadf76eb6e7e1e2e838ccf.pdf

Buyer Specification Document:

1. [SpecificationDocument](#)

mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/83984/54/78/703/CatalogAttrs/SpecificationDocument/2021/7/8/catalogue-lhd-tyre_bald_2021-07-08-13-58-38_8cac405e1e10ba90d21e00294e4769f7.pdf

Corrigendum

1. **Extended Upto** : 2021-08-06 12:00:00
2. **Extended Upto** : 2021-08-21 12:00:00
3. **GeM-Bidding-Corr-2484235-5.pdf** :[click here](#)
4. **GeM-Bidding-Corr-2484235-6.pdf** :[click here](#)
5. **Extended Upto** : 2021-08-23 17:00:00

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.**
- 1.2.1 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.**
- 1.2.2 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.**
- 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. Buyer Added Bid Specific Terms and Conditions-
- 2.1 Scope of supply (Bid price to include all cost components) : Only supply of Goods**
- 2.2 Buyer Added text based ATC clauses**

DELIVERY SCHEDULE: Delivery in three phases; (1) 40% within 3 months from the date of supply order (2) 30% within 6 months from the date of supply order and (3) Balance 30% within 9 months from the date of supply order. The delivery period of order will be reckoned from the 7th day of order date.

2.3 OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.