

Schedule Name: Schedule 3

Contract

Contract No: GEMC-511687701740858 Generated Date: 30-Nov-2021 Bid/RA/PR No:<u>GEM/2021/B/1267628</u>

11000831721230 DT.30-Nov-2021

	anisation Deta	ails				Buyer I	Details				
Type:		Central PSL	J			Designatio	on:	Chief Manager M	мп		
Ministr	rv.	Ministry of				Contact No		0712-2511381-5			
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Depart			anagement					nvrbabu@westerncoal.gov.in			
-	nisation Name: Western Coalfields Ltd						27AAACW1578L1ZW				
Office 2	ice Zone: Western Coalfields Limited / Nagpur				Address:		WCL Hqrs, Coal Estate, Civil Lines,				
						Audi 655.		NAGPUR, MAHAR	ASHTRA	-440001, India	
Fina	ncial Approva	al Detail				Paying	Authorit	y Details			
IFD Concurrence:					lo	Payment Mode: Offline					
	esignation of Administrative Approval: C					M(MM) Designation: Dy					
-	nation of Financial A				F(MM)	Email ID:		sprathi@western	in		
2 c 3 g 1				GSTIN:			27AAACW1578L1ZW				
						OSTIN.		WCL Hqrs, Coal E		ivil Lines	
						Address:				HTRA-440001, Ind	ia
	er Details		XP6C21	100029210	60						
	any Name:				PES LIMITED						
	ct No.:		099750		0						
					ail aa						
mail I	ID:			wires@gm							
Addres	55:				AGAR,BHPV,V						
				apatnam, A	NDHRA PRAD	ESH-530012	2, -				
	verified:		No								
	Registration number	er:	-								
GSTIN:	:		37AAA	CV7326F1Z	B , 37AAACV7	/326F1ZB					
GST	T / Tax invoic	e to be ra	ised in the r	name of	f - Consig	nee					
Prod	luct Details										
											Price
ŧ	ltem Descri	ption	Category N Quadra		Mo	odel	HSN Co	ode Quantity	IInit	Lead Time(Days)	(Inclusi [,] of all Duties a Taxes i INR)
Proc	duct Name : 19MM	1_HWR_									
	duct Name : 19MM RL_ WCL	1_HWR_									
VWR		1_HWR_									
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1. <u>SpecificationDocument1</u>	mkp.gem.gov.in/catalog_data/catalog_support_document/33/37/838/CatalogAttrs/SpecificationDo ument/2021/6/28/2021_06_28_13_49_40_3_microsoft-word-hwr-19mm-custo_2021-06-28-13-49- 46_79476bb7c459 ba07ea0097b96d573de8.pdf
Buyer Specification Document:	
1. <u>SpecificationDocument</u>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/907251/54/78/703/Cata gAttrs/SpecificationDocument/2021/6/8/custom-hwr-19mm_2021-06-08-11-08- 14_457bb1b477de79b33bf1bdbaad f05848.pdf
Corrigendum	
1. Extended Upto : 2021-07-01 13:00:00 2. GeM-Bidding-Corr-2401470-3.pdf : <u>clic</u>	<u>k here</u>

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 The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

2.2 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): BIS CERTIFICATE.

2.3 Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be

the Sole Criteria for Acceptance of the Item.

2.4 Scope of supply (Bid price to include all cost components) : Only supply of Goods

2.5 Buyer Added text based ATC clauses

In case of HWR - 26mm for reel length 1 x 2000 mtrs, bidders are allowed to supply in the reel length of 1 x 2000 mtrs or 2 x 1000mtrs

DOCUMENTS TO BE SUBMITTED ALONGWITH SUPPLY

i-Works test certificate conducted on rope as per IS:6594-2001.

ii-Inspection report of pre-dispatch inspection. (If applicable)

iii-Notary attested copy of valid BIS license for use of BIS certification mark on the offered ropes as per IS:1856 (complete license including 1st schedule and 2nd schedule and all relevant endorsement shall be submitted).

iv-Technical brochures/leaflets, if any.

v. Guarantee / Warranty Certificate

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