

Contract



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Contract No: GEMC-511687776014905

Generated Date: 17-Jan-2022

Bid/RA/PR No: [GEM/2021/B/1428884](#)

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: General Manager (MM)	Designation: Dy Manager Fin
Designation of Financial Approval: General Manager(Fin)	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:	2206180000513964
Company Name:	CLOUD TECH PRIVATE LIMITED
Contact No.:	08930345768
Email ID:	vimal@cloudtec.in
Address:	207-A, HSIIDC, Manakpur Industrial Estate, Phase-1, Manakpur, Yamunanagar, HARYANA-135001, -
MSME verified:	Yes
MSME Registration number:	UDYAM-HR-19-0003701
MSE Social Category:	General
MSE Gender:	Male
GSTIN:	06AAGCC4158A1Z3 , 06AAGCC4158A1Z3

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

Product Details						
#	Item Description	Ordered Quantity	Unit	Unit Price (INR)	Tax Bifurcation (INR)	Price (Inclusive of all Duties and Taxes in INR)
1	Product Name : Truck Mounted Dust Suppression System Brand : Cloud Tech Brand Type : Registered Brand Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM Category Name & Quadrant : Truck Mounted Dust Suppression System (Q3) CTFC50 84248990	5	pieces	3,410,200	NA	17,051,000
Total Order Value (in INR)						17,051,000

Consignee Detail						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: asaari.mahender@nic.in Contact: -9618810882- GSTIN: - Address: Regional Stores, WCL P.O. GHUGUS COLLIERY Distt Chandrapur, M.S ; Pin 442 505, CHANDRAPUR, MAHARASHTRA-442505, India	Truck Mounted Dust Suppression System	-	4	17-Jan-2022	17-May-2022
2	Designation: - Email ID: shshaik@coalindia.in Contact: 07116-247092- GSTIN: 27AAACW1578L1ZW Address: Regional Stores, WCL P.O. Umrer Project Dist. Nagpur M.S. Pin 441204,	Truck Mounted Dust Suppression System	-	1	17-Jan-2022	17-May-2022

Product Specification for Truck Mounted Dust Suppression System

Specification	Sub-Spec	Value
Custom Specification	Custom Specification	Yes

Seller Specification Document:1. [SpecificationDocument1](#)

mkp.gem.gov.in/catalog_data/catalog_support_document/54/67/124/CatalogAttrs/SpecificationDocument/2021/8/26/2021_08_26_13_16_02_technical_2021-08-26-13-16-22_6cf2f2e5cfb2522c9f9c290ecdbf7231.pdf

Buyer Specification Document:1. [SpecificationDocument](#)

mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/83984/54/78/703/CatalogAttrs/SpecificationDocument/2021/8/10/catalogue-truck-mounted-mist-spray_2021-08-10-18-01-04_6697c14938723425d2206ec9879424cb.pdf

General Clauses w.r.t RCM/FCM

- Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.
- For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.
- For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST cess will be the liability of buyer.
- For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess.
- For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

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 Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

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

2.3 Buyer Added text based ATC clauses

Performance Bank Guarantee: - The successful bidder has to furnish a Performance bank Guarantee for satisfactory operation and performance valid for 18 months from date of receipt and acceptance of the Equipment equivalent to 10% value of the contract including taxes and duties etc. to the FOR destination price of the equipment on order, covering the warranty period. The Bank Guarantee shall be released after successful completion of the guarantee/warranty period after confirmation from GM (E&M)-HOD , WCL-HQ. Any short fall of performance availability, deduction shall be made as per technical specification. No payment shall be made without submission of performance Bank Guarantee. (Format of PBG is enclosed as Annexure 6 which is to be submitted physically and through SFMS platform)

(This is in addition to the 3% e-PBG (Security Deposit) to be submitted on GeM portal)

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