

## Contract

# Contract No: GEMC-511687741149607

### Generated Date: 28-Mar-2022

Organisation Details				Buyer Deta	Buyer Details						
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Type:	Centra Ministr			Designation: Contact No.:		Deputy Manag					
	istry: Ministry of Coal partment: Materials Management Janisation Name: Western Coalfields Ltd			Email ID:		0712-2511381- alokkumar@westerncoal.gov.in 27AAACW1578L1ZW					
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Organisation Name: Western Coalfields Ltd Office Zone: Western Coalfields Limited / Nagpur			nited / Nagpur				Here, Coal Estate, Civil Lines,				
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	any Name: ct No.:		19820150247								
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SSTIN *GS <sup>-</sup> Prod # # # Pro Bra Bra Cat Sell Cata (Q3	: T / Tax invoice to be luct Details luct Name : HYDRAULIC CO nd : WEBER HYDRAULIK GME nd Type : Registered Brand alogue Status : Catalogue r ling As : Reseller not verified egory Name & Quadrant : HYD ) 360 MK2	e raised in t em Descripti MBI TOOL (CUTT H ot verified by OI by OEM	TAADCS2364R1ZR	Ordered	Unit				(Inclusiv of all Duties au Taxes in		
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Product Specification for HYDRAULIC COMBI TOOL (CUTTER CUM SPREADER)

Specification	Sub-Spec	Value
Custom Specification	Custom Specification	Yes

Seller Specification Document:	
1. <u>SpecificationDocument1</u>	mkp.gem.gov.in/catalog_data/catalog_support_document/74/71/085/CatalogAttrs/SpecificationDoc ument/2021/8/2/2021_08_02_18_31_53_techn-sepcs-hydraulic-combi-too_2021-08-02-18-31- 56_fb851c7c95b4f 1e996335f09257434f0.pdf
Buyer Specification Document:	
1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/100431/54/78/703/Catalo gAttrs/SpecificationDocument/2021/7/9/techn-sepcs-hydraulic-combi-tool_2021-07-09-16-41- 04_e15d7afec 2718603f62c0d8d0369572b.pdf

#### **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above, in accordance with the General Terms and Conditions (GTC) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable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) : Supply Installation Testing and Commissioning of Goods

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