

S.O.No. 11100820819088

Dt. 22/8/19

## Contract

Contract No: GEMC-511687731122692

Generated Date:22-Aug-2019

Bid/RA No:GEM/2019/B/255825

## Organisation Details

Type: Central PSU  
 Ministry: Ministry of Coal  
 Department: Materials Management  
 Organisation Name: Western Coalfields Ltd  
 Office Zone: Western Coalfields Limited / Nagpur

## Buyer Details

Name: Ashish Nagarkar  
 Designation: Dy. Manager  
 Contact No.: -  
 Email ID: asnagarkar@westerncoal.gov.in  
 GSTIN: 27AAACW1578L1ZW  
 Address: 1st Floor, MM Wing, WCL Hqrs, Coal Estate, Civil Lines,  
 NAGPUR, MAHARASHTRA-440001, India

## Financial Approval Detail

IFD Occurrence : No  
 Designation of Administrative Approval : Director (Technical)Projects and Planning  
 Designation of Financial Approval : GM(Fin)I/c-I

## Seller Details

Company Name: UDAY CREATIONS PRIVATE LIMITED  
 Email ID: udaycreations@rediffmail.com  
 Address: W.H.C. ROAD,NAGPUR,  
 Nagpur, MAHARASHTRA-440022, -

## Product Details

#	Item Description	Category Name	Model	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
1	PARALLEL BAR	Parallel Bar - Outdoor Gym Equipment	UDAY PARALLEL BAR UC -35	3	pieces	26,700
Total Order Value (in INR)						26,700

## Consignee Detail

S.No	Consignee	Item	Quantity	Expected Delivery Date
1	Anand Kumar Pandey - Landline-- akpandey989@westerncoal.gov.in Regional Stores, WCL Pench Area P.O CHANDAMETA Dist. Chhindwara, M.P 480447, CHHINDWARA, MADHYA PRADESH-480447, India	PARALLEL BAR	1	20-Nov-2019
2	SHAIK SHAHID HUSSAIN - Landline-- shshaik@westerncoal.gov.in Regional Stores, WCL PO SILEWARA COLLIERY Dist. Nagpur M.S.; Pin 441 109, NAGPUR, MAHARASHTRA-441109, India	PARALLEL BAR	1	20-Nov-2019
3	Avinash Kumar - Landline-07172-237026- avinashkumar@westerncoal.gov.in Regional Stores, WCL P.O. GHUGUS COLLIERY Dist Chandrapur, M.S ; Pin 442 505, CHANDRAPUR, MAHARASHTRA-442505, India	PARALLEL BAR	1	20-Nov-2019

## Product Specification for PARALLEL BAR

Specification	Sub-Spec	Value
TYPE	Type	Parallel Bar / Double Bar consisting of two frames with each frame consisting of one Horizontal bar and two vertical bars.
SIZE/	Length	1800

DIMENSIONS	Height	1500
MATERIAL	Governing Specification for GI Pipes	BIS specification No IS 1239 ( Part 1 )- 2004, latest
	All the GI Pipes are ISI marked	Yes
	Vertical / Standing Pipes	100 mm Nominal Bore G.I. Pipe
	Vertical/ Standing Pipes, Class as per IS 1239	Medium
	Vertical / Standing Pipe (as per Clause 3 of IS 1161) , Nominal Bore & Wall Thickness	Not applicable
	Grade Material as per table 2 of IS 1161	Not Applicable
	Horizontal Pipe	32 mm Nominal Bore G.I. Pipe
	Horizontal Pipe, Class as per IS 1239	Medium
	Horizontal Pipe ( As per Clause 3, of IS 1161 ) Nominal Bore & Wall Thickness	Not applicable
	Grade Material as per table 2 IS 1161	Not Applicable
	Foundation Pipes with anchoring	500mm deep GI Pipe, supported with M.S. Angle 25 X 25 X 4mm
	Nominal Bore of Foundation Pipe	100 mm
	Foundation Pipe, Class as per IS 1239	Medium
	Foundation Pipe Pipe ( as per IS 1161 ) as per clause 3, Nominal Wall & Thickness	Not Applicable
	Grade Material (as per table 2 of IS 1161)	Not Applicable
	M S Foundation Plate Thickness	10
	Galvanization of all Pipes	Zinc coating on the tubes shall be in accordance with IS 4736 latest.
	Movement must be supplied with bearings	Yes
	Bearings	Ball Bearing
	Bearings shall be self lubricating and sealed for protection against Rain and dust etc	Yes
	Nuts and Bolts for Assembly	G.I.
Foot Rest	Fibre Reinforced Plastic	
Closing Caps of open ends of the pipes, bearings, bushes and base	G I Caps	
Thickness of closing caps ( min )	2	
All Plastic Components	U V stabilised, weather resistance	
COLOUR	Colour	As per buyer's requirements
	Paint/ Finish	Powder Coated, UV resistant
	Paint Coating Thickness ( min )	80
OTHER REQUIREMENTS	Other Requirement	Ergonomic Design, Equipment shall be free from entrapments and sharp edges, Installation Instructions must be provided
	Installation	Included
	Safety and quality Requirements	European Standard EN 16630: 2015 latest
	Instruction Plate	Stainless Steel, Size 150 X 230 X 0.7mm, with indelible printing
CERTIFICATION	Certification ( Safety and Quality Requirements )	As per European Standard EN 16630
	Registration No and Validity of Registration	IN114309A 10/10/19
APPROVAL	Drawing depicting detailed dimensions and foundation details shall be got approved from buyer before installation, if desired by buyer	Yes
WARRANTY	Warranty ( years )	2

## 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.

1.3 **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. Additional Terms and conditions

2.1 **Scope of supply (Bid price to include all cost components) :** Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

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