

Contract



12000810921200 DT.11-Nov-2021

Contract No: GEMC-511687730610704

Generated Date: 10-Nov-2021

Bid/RA/PR No: [GEM/2021/B/1348382](#)

Organisation Details	Buyer Details
Type: Central PSU	Designation: Dy. Manager
Ministry: Ministry of Coal	Contact No.: 0712-2511381-5529
Department: Materials Management	Email ID: asnagarkar@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: Director (T)P&P	Designation: Dy Manager Fin
Designation of Financial Approval: GM(Fin)/C-I	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:	3021180000117799
Company Name:	BEML LIMITED
Contact No.:	09900046586
Email ID:	mmd@beml.co.in
Address:	23/1,4TH MAIN ROAD,SAMPANGIRAM NAGAR, BANGALORE, Karnataka-560027, -
MSME verified:	No
MSME Registration number:	-
GSTIN:	29AAACB8433D1ZU , 29AAACB8433D1ZU , 29AAACB8433D1ZU , 22AAACB8433D1Z8 , 29AAACB8433D1ZU , 18AAACB8433D2ZW , 21AAACB8433D1ZA , 01AAACB8433D1ZC , 36AAACB8433D1ZZ , 27AAACB8433D1ZY , 29AAACB8433D1ZU , 19AAACB8433D1ZV , 08AAACB8433D1ZY , 33AAACB8433D1Z5 , 23AAACB8433D1Z6

*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 : Motor Grader Brand : BEML LIMITED Brand Type : Registered Brand Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM	Motor Grader (Q3)	BG825	84292000	3	set	-	75,497,049
Total Order Value (in INR)								75,497,049

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	Motor Grader	-	1	10-Nov-2021	09-Apr-2022
2	Designation: - Email ID: rahul.amane@nic.in Contact: 07116-247181- GSTIN: 27AAACW1578L1ZW Address: Regional Stores, WCL PO SILEWARA COLLIERY Dist. Nagpur M.S.; Pin 441 109, NAGPUR, MAHARASHTRA-441109, India	Motor Grader	-	1	10-Nov-2021	09-Apr-2022

3	Designation: - Email ID: mr.patil3485@nic.in Contact: 07239-241341- GSTIN: 27AAACW1578L1ZW Address: Regional Stores, WCL Wani North Area , PO UKNI, Tahsil WANI Dist Yavatmal (MS)Pin 445 304, YAVATMAL, MAHARASHTRA-445304, India	Motor Grader	-	1	10-Nov-2021	09-Apr-2022
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Product Specification for Motor Grader

Specification	Sub-Spec	Value
Custom Specification	Custom Specification	Yes

Seller Specification Document:

1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/04/27/257/CatalogAttrs/SpecificationDocument/2021/2/23/2021_02_23_12_02_49_bg825spec_2021-02-23-12-03-23_d3123577d876263dc48dc54ceac16a7f.pdf
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Buyer Specification Document:

1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/51907/54/78/703/CatalogAttrs/SpecificationDocument/2021/7/10/custom-catalogue_2021-07-10-13-59-39_5b1f10ad3189c1fd908861db5122c8c8.pdf
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Corrigendum

1. **GeM-Bidding-Corr-2490516-1.pdf** [:click here](#)
2. **Extended Upto** : 2021-08-09 14:00:00

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 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 uploaded ATC document [Click here to view the file.](#)

2.4 Buyer Added text based ATC clauses

Point wise clarification, as sought the firm is as under:

Sl. No	Clause No. /Specification sl no.	Clarification sought	Clarification Submitted
1	Section - I Part-C 9.4.16 Electrical Equipment	All Electrical wires & sleeves are to be of fire-resistant quality to decrease chance of fire. Electrical wires are to be passed through flexible metallic conduit to avoid damage of insulation of the wire due to friction that may cause short circuit. All electrical circuits shall be protected by adequately rated fuses / MCB's, which shall be easily accessible for maintenance. If applicable, at least two spare fuses of each size shall be provided in each fuse box.	All Electrical wires & sleeves are to be of fire-resistant quality to decrease chance of fire. Electrical wires are to be passed through flexible abrasive resistance /fire retardant conduit to avoid damage of insulation of the wire due to friction that may cause short circuit. All electrical circuits shall be protected by adequately rated fuses / MCB's, which shall be easily accessible for maintenance. If applicable, at least two spare fuses of each size shall be provided in each fuse box.
2	Section - I Part-C 9.5.2 Safety Features in Motor Grader	d. Fire resistant / fire retarder hydraulic hoses in place of ordinary hoses to reduce the chances of fire. All the sleeves and conduits in which cable/wire are laid shall be of fire resistant type	d. Fire resistant / fire retarder hydraulic hoses in place of ordinary hoses to reduce the chances of fire. All the sleeves and conduits in which cable/wire are laid shall be of fire resistant / fire retardant type.
3	Section - I Part-C 9.5.2 Safety Features in Motor Grader	f. Fireproof exhaust pipe blanket on exhaust side of engine: Blanket for exhaust pipe affect the engine performance	f. Fire proof exhaust pipe with fire resistance paint and blanket on exhaust side of the of the engine
4	Section - I Part-C 9.5.2 Safety Features in Motor Grader	l. Suitable auto dipping system	l. Suitable auto dipping system (if applicable)
5	Section - I Part-C 9.5.2 Safety Features in Motor Grader	m. Suitable protection guard/device for windscreen/windshield of Operator's cabin	m. Suitable protection guard/device for windscreen/windshield of Operator's cabin (if applicable)
6	Section - II 5. Performance Bank Guarantee	The successful tenderer has to furnish a Performance bank Guarantee for satisfactory operation and performance valid for 15 months from date of Commissioning of 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 (Excv)-HOD, WCL-HQ. Any shortfall of performance availability, deduction shall be made as per technical specification. No payment shall be made without submission of performance Bank Guarantee. PBG can be submitted Equipment wise also. (Format of PBG is enclosed as	No Change in 10% PBG clause of Motor Grader for tendering through GeM portal Custom bid.

**Annexure 6 which is to be submitted physically and through SFMS platform)
(This is in addition to the 3% e-BG (Security Deposit) to be submitted on GeM portal)**

7 e-BG 3%

3% e-BG (Security Deposit) for 8 months

All Central/State Government Organization/PSUs shall be exempted from submission of 3% e-BG (Security deposit)

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