

**Contract**



12000811121199 DT.8-Nov-2021

**Contract No:** GEMC-511687748407251

**Generated Date:** 03-Nov-2021

**Bid/RA/PR No:** [GEM/2021/B/1342809](#)

<b>Organisation Details</b>		<b>Buyer Details</b>	
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

<b>Financial Approval Detail</b>		<b>Paying Authority Details</b>	
IFD Concurrence:	No	Payment Mode:	Offline
Designation of Administrative Approval:	Director (T)P&P	Designation:	Dy Manager Fin
Designation of Financial Approval:	Gm Fin I/c-I	Email ID:	sprathi@westerncoal.gov.in
		GSTIN:	27AAACW1578L1ZW
		Address:	WCL Hqrs, Coal Estate, Civil Lines, NAGPUR CITY, MAHARASHTRA-440001, India

<b>Seller Details</b>	
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

<b>Product Details</b>								
#	Item Description	Category Name & Quadrant	Model	HSN Code	Ordered Quantity	Unit	Lead Time(Days)	Price (Inclusive of all Duties and Taxes in INR)
1	<b>Product Name :</b> 28KL WATER SPRINKLER <b>Brand :</b> BEML <b>Brand Type :</b> Registered Brand <b>Catalogue Status :</b> Catalogue not verified by OEM <b>Selling As :</b> OEM verified Reseller	28KL WATER SPRINKLER (Q3)	WS28-2	87059000	2	set	-	39,171,138
Total Order Value (in INR)								<b>39,171,138</b>

<b>Consignee Detail</b>						
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	28KL WATER SPRINKLER	-	2	03-Nov-2021	03-Mar-2022

<b>Product Specification for 28KL WATER SPRINKLER</b>		
Specification	Sub-Spec	Value
Custom Specification	Custom Specification	Yes

<b>Seller Specification Document:</b>	
1. <a href="#">SpecificationDocument1</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/04/27/257/CatalogAttrs/SpecificationDocument/2021/3/12/2021_03_12_14_16_34_specsheetsheet_2021-03-12-14-16-54_e49b6414e3694502f6eb9af18ab1f9bd.pdf

<b>Buyer Specification Document:</b>	
1. <a href="#">SpecificationDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/51907/54/78/703/CatalogAttrs/SpecificationDocument/2021/7/8/custom-catalogue_2021-07-08-14-35-45_a164b38c0be35858360edf2f9c3d4348.pdf

<b>Corrigendum</b>
1. <a href="#">GeM-Bidding-Corr-2484422-1.pdf</a> <a href="#">click here</a>
2. <b>Extended Upto :</b> 2021-08-07 18:00:00

<b>Terms and Conditions</b>
<b>1. General Terms and Conditions-</b>
<b>1.1</b> 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
<b>1.2</b> 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

Sl No	Clause No	Pont in Bid/NIT	Clarification Reply
1	Section - I 24. Safety Features in Water Sprinklers	5. Methodology/ facility to be provided in the dumper to restrict/ control the speed of water sprinkler whenever required. (as determined by management).	The limiting speed of the vehicle can be achieved by selecting proper gear range on shift selector. The maximum speed in each gear may be submitted.
2	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 Annexure 6 which is to be submitted physically and through SFMSplatform) (This is in addition to the 3% e-BG (SecurityDeposit) to be submitted on GeM portal)	No Change in 10% PBG clause of Water Sprinkler for tendering through GeM portal Custom bid.
3	e-BG 3%	3% e-BG (Security Deposit) for 6 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.