

**Contract**

Contract No: GEMC-511687739160436

Generated Date: 17-Nov-2020

Bid/RA/PR No: GEM/2020/B/694793

S.O. NO. 21000814920171 dtd. 17/11/20

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: Alok Kumar
Designation: Deputy Manager
Contact No.: 0712-2511381-
Email ID: alokkumar@westerncoal.gov.in
GSTIN: 27AAACW1578L1ZW
Address: WCL Hqrs, Coal Estate, Civil Lines,
NAGPUR, MAHARASHTRA-440001, India

Financial Approval Detail

FD Concurrence: Yes
Designation of Administrative Approval: Director
Designation of Financial Approval: GM Finance

Paying Authority Details

Name: Surya Prakash Rathi
Designation: Dy Manager Fin
Email ID: sprathi@westerncoal.gov.in
GSTIN: 27AAACW1578L1ZW
Address: WCL Hqrs, Coal Estate, Civil Lines,
NAGPUR CITY, MAHARASHTRA-440001, India

Seller Details

Company Name: MUKESH ELECTRONICS
Contact No.: 09829612403
Email ID: akshaybhatia578@gmail.com
Address: 0, Bhatia Market,,
Jaisalmer, Rajasthan-345001, -
SME verified: No
GSTIN: 08AJJPB4020B1Z0

Product Details

Item Description	Category Name	Model	HSN Code	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
VOLTAS (TATA) 40 Liters/hour L Water Cooler	Drinking Water Cooler	Water Cooler 40/80 (VOLTAS (TATA) (Voltas (pss1066725)	HSN not specified by seller	3	pieces	69,870
Total Order Value (in INR)						69,870

Consignee Detail

No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
	Name: Asaari Mahender 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	VOLTAS (TATA) 40 Liters/hour L Water Cooler	-	3	17-Nov-2020	17-Dec-2020

Product Specification for VOLTAS (TATA) 40 Liters/hour L Water Cooler

Specification	Sub-Spec	Value
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CAPACITY/ENERGY	Storage Capacity	60
	Maximum Energy Consumption (Watt)	575 Watt for 40 ltr/hr cooling cap.
	Power Factor	0.85
CERTIFICATION	Conformity to Indian standard	IS: 1475 latest
	ISI MARKED	Yes
	CM/L No and date	6497996 29-03-18
	Availability of Test Report from Central Govt/NABL/ILAC accredited lab to prove conformity to specification	Yes
	Test Report Number & Date	8439 12-02-2017
	Name & address of the Lab	CPRI Bangalore
GENERIC	Eco-Friendly (Non CFC Refrigerant)	Yes
	Water Tank sheet material and thickness	Stainless Steel (Grade AISI 304), thickness > =0.8 mm
	Water Tank cover and lid bottom Sheet material	Al. sheet
	Water Tank cover and lid bottom Sheet Thickness	1.5
	Cooler Cabinet sheet material	Stainless Steel (Grade AISI 304)
	Cooler Cabinet sheet thickness	0.8
	Warranty on Machine	1
	Warranty on Compressor	5

Terms and Conditions

General Terms and Conditions

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 ID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

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.

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.

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 whole or in part, the Performance Security furnished by the Seller.

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.

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).

7 **Limitation of Liability:** The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.

8 **Resolution of disputes:** The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.

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 shall 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