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**Contract**

Contract No: GEMC-511687773030602

Generated Date:01-Jun-2019

Bid/RA No:GEM/2019/B/229449

Organisation Details		Buyer Details	
Type:	Central PSU	Name:	Alok Kumar
Ministry:	Ministry of Coal	Designation:	Asst Manager (MM)
Department:	Materials Management	Contact No.:	0712-2512354-5585
Organisation Name:	Western Coalfields Ltd	Email ID:	alokkumar@westerncoal.gov.in
Office Zone:	Western Coalfields Limited / Nagpur	GSTIN:	27AAACW1578L1ZW
		Address:	1st Floor, MM Wing, WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA-440001, India

**Financial Approval Detail**

IFD Occurrence : Yes  
 Designation of Administrative Approval : GM MM  
 Designation of Financial Approval : GM Finance

**Seller Details**

Company Name: Samtron Telnet  
 Email ID: samtron@gmail.com  
 Address: Mhow, MHOW, MADHYA PRADESH-453441, -

**Product Details**

Item Description	Category Name	Model	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
LG 250 L 3 Star Frost Free Double Door Refrigerator	domestic refrigerators	LG GL-0292KSOR	1	pieces	22,900
Total Order Value (in INR)					22,900

**Consignee Detail**

S.No	Consignee	Item	Quantity	Expected Delivery Date
1	Subhash Ramkrishna Bhandare Landline-- srbhandare.wcl@nic.in 1st Floor, MM Wing, WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA-440001, India	LG 250 L 3 Star Frost Free Double Door Refrigerator	1	16-Jul-2019

**Product Specification for LG 250 L 3 Star Frost Free Double Door Refrigerator**

Specification	Sub-Spec	Value
Specification	Conformity to Indian Standard	IS:15750(2006) for Frost Free
	ISI marked	No
	CML No.	0
Capacity and Design features	Storage Volume(NET CAPACITY) (Litres)	250
	Type of Door	Double
	Insulation	others
	Built in Voltage Stabilizer	Yes
	Method of Defrosting	Frost Free

	Compressor	Power saver Compressor
	Voltage Range at 43 degree Centigrade (Volts)	230 (tolerance 10%)
	Coil Material	Copper (Cu)
Colour	Type of Finish	Printed Design
	Colour	maroon

**Standard Conditions**

**Terms and conditions**

The 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in the schedule above, in accordance with the General Conditions (GTC) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or Auction Additional Terms and Conditions (ATC), as applicable

**Mode of delivery:** Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning and other services in the contract, the cost of the same is also included in the Contract price.

**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 mutually agreed and incorporated in the Contract as per the provisions of the GTC.

**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 part, the Performance Security furnished by the Seller.

**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 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) 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 levied 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 provisions of that Act or the rules made there under.

**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 for payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).

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

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

**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 is 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 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.

**Financial Certificate:**

The expenditure involved for this purpose has received the Sanction of the competent financial authority.  
 The funds are available under the proper head in the sanction budget allotment for the concern financial year.  
 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.  
 I, as 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 the date of submission of bid.

**Additional Terms and conditions**

**Scope of supply (Bid price to include all cost components) :** Supply Installation Testing and Commissioning of Goods

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