

So. No. 21000 8208/8/16 2

Dtd. 21/12/18



## Contract

Contract No:GEMC-51168 7706939664

Generated Date:21-Dec-20 18

## 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

GEM Unique ID: GEM/2018/alokkumar@coalindia.in  
 Name: Alok Kumar  
 Designation: Asst Manager (MM)  
 Contact No.: 9403310224  
 Email ID: alokkumar@coalindia.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 : GM MM  
 Designation of Financial Approval : GM Finance

## Seller Details

GEM Unique ID: GEM/2018/vijay7040  
 Company Name: VIJAY KUMAR COMPANY  
 Contact No.: 8010306630  
 Email ID: vijay704016@gmail.com  
 Address: street no 13 raj nagar part 2, South West delhi, DELHI-110077, -

## Product Details

#	Item Description	Category Name	Model	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
1	LED TELEVISSION 32" -SONY	Televisions	SONY / 32R302E#ASA	14	NOS	175,000
Total Order Value (in INR)						175,000

## Consignee Detail

S.No	Consignee	Item	Quantity	Expected Delivery Date
1	Sanjay Kumar 9422506532 sanjaykumar292@westerncoal.gov.in 1st Floor, MM Wing, WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA-440001, India	LED TELEVISSION 32" -SONY	14	05-Jan-2019

## Product Specification for LED TELEVISSION 32" -SONY

Specification	Sub-Spec	Value
GENERIC	Type	LED TV
	Screen Size	32
	Resolution (Pixels)	(1366 x 768) HD Ready
	Static contrast Ratio (Min 1000:1)	1000:1
	Category	Basic
	Mounting	Both table and wall mount
	Color Type	black
	Screen Mirroring	Not-Available
	Power Consumption	39
	Speakers	5W x 2
	HDMI Port	Available

PORT/CONNECTIVITY	USB Port	Available
	VGA Port	Not-Available
	Ethernet Port	Not-Available
	Built-in Wi-fi	Not-Available
	Wi-fi Direct	Not-Available
INPUT	Composite Input	Available
	Component Input	Available
ACCESSORIES	Built-in set-top Box	no
	Details of accessories (such as remote control,connecting cable,etc included in the scope of supply )	ALL ACCESSORIES
SERVICE	Warranty	1
CERTIFICATION	BIS Registration as per CRS scheme of Meity	yes
	Energy Star Rating	3

## 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.

### 2. Additional Terms and conditions

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