



Contract | अनुबंध
21100816522132 DT.31-Dec-2022

Contract No | अनुबंध क्रमांक: GEMC-511687724809507

Generated Date | अनुबंध तिथि: 30-Dec-2022

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2022/B/2632080](#)

Organisation Details संगठन विवरण	Buyer Details खरीदार विवरण
Type प्ररूप: Central PSU Ministry मंत्रालय: Ministry of Coal Department विभाग: Materials Management Organisation Name संगठन का नाम: Western Coalfields Ltd Office Zone कार्यालय क्षेत्र: Western Coalfields Limited / Nagpur	Designation पद: Manager Contact No. संपर्क नंबर: 0712-2511381- Email ID ईमेल आईडी: alokkumar@westerncoal.gov.in GSTIN जीएसटीआईएन: 27AAACW1578L1ZW Address पता: WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA-440001, India

Financial Approval Detail वित्तीय स्वीकृति विवरण	Paying Authority Details भुगतान प्राधिकरण विवरण
IFD Concurrence आईएफडी सहमति: Yes Designation of Administrative Approval प्रशासनिक अनुमोदन का पदनाम: GM MM Purchase Designation of Financial Approval वित्तीय अनुमोदन का पदनाम: GM Finance	Role: PAO Payment Mode भुगतान का तरीका: Offline Designation पद: Dy Manager Fin Email ID ईमेल आईडी: sprathi@westerncoal.gov.in GSTIN जीएसटीआईएन: 27AAACW1578L1ZW Address पता: WCL Hqrs, Coal Estate, Civil Lines, NAGPUR CITY, MAHARASHTRA-440001, India

Seller Details विक्रेता विवरण	
GeM Seller ID जेम विक्रेता आईडी: 8572190000925442 Company Name कंपनी का नाम: SMART MONITORING INNOVATIONS PRIVATE LIMITED Contact No. संपर्क नंबर: 09953476389 Email ID ईमेल आईडी: vasu@smiplindia.com Address पता: 17/263, GALI NO 11, THAN SINGH NAGAR, ANAND PARBAT, DELHI, DELHI-110005, - MSME verified एमएसएमई सत्यापित: Yes MSME Registration number एमएसएमई पंजीकरण संख्या: UDYAM-DL-01-0011670 MSE Social Category एमएसई सामाजिक श्रेणी: General MSE Gender एमएसई लिंग श्रेणी: Female GSTIN जीएसटीआईएन: 07AANC57062A2ZC	

*GST / Tax invoice to be raised in the name of | जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा - Consignee

Product Details उत्पाद विवरण						
#	Item Description आइटम विवरण	Ordered Quantity आइटम विवरण	Unit इकाई	Unit Price (INR) इकाई मूल्य (INR)	Tax Bifurcation (INR) कर विभाजन (INR)	Price (Inclusive of all Duties and Taxes in INR) मूल्य (INR में सभी शुल्क और कर सहित)
1	Product Name उत्पाद का नाम: LG 55SVM5F-H Video Wall Display Brand ब्रांड: LG Brand Type ब्रांड प्रकार: Unbranded Catalogue Status कैटलॉग की स्थिति: Catalogue not verified by OEM Selling As कैसे बेचा जा रहा है: Reseller not verified by OEM Category Name & Quadrant श्रेणी का नाम और चतुर्थांश: BOQ (Q3) Model मॉडल: 55SVM5F-H HSN Code एचएसएन कोड: 85285900	6	Set	502,528.48	NA	3,015,170.88
2	Product Name उत्पाद का नाम: Controller Huzal make model, HIPL-W12-KS Brand ब्रांड: Huzal Brand Type ब्रांड प्रकार: Unbranded Catalogue Status कैटलॉग की स्थिति: Catalogue not verified by OEM Selling As कैसे बेचा जा रहा है: Reseller not verified by OEM Category Name & Quadrant श्रेणी का नाम और चतुर्थांश: BOQ (Q3) Model मॉडल: HIPL-W12-KS HSN Code एचएसएन कोड: 85437099	1	Set	233,899.6	NA	233,899.6
3	Product Name उत्पाद का नाम: TV Stand Huzal HIPLWWS55-P Brand ब्रांड: Huzal Brand Type ब्रांड प्रकार: Unbranded Catalogue Status कैटलॉग की स्थिति: Catalogue not verified by OEM Selling As कैसे बेचा जा रहा है: Reseller not verified by OEM Category Name & Quadrant श्रेणी का नाम और चतुर्थांश: BOQ (Q3) Model मॉडल: HIPLWWS55-P HSN Code एचएसएन कोड: 85299090	1	Set	47,929.9	NA	47,929.9

Consignee Detail | परेषिती विवरण

S.No क्र.सं.	Consignee परेषिती	Item वस्तु	Lot No. लॉट नंबर	Quantity मात्रा	Delivery Start After दिनांक के बाद डिलीवरी शुरू करना है	Delivery To Be Completed By वितरण पूरा कब तक करना है
1	Designation पद : - Email ID ईमेल आईडी : npurshottam@westerncoal.gov.in Contact संपर्क : 0712-2510825- GSTIN जीएसटीआईएन : 27AAACW1578L1ZW Address पता : WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA-440001, India	LG 55SVM5F-H Video Wall Display	-	6	30-Dec-2022	06-Jan-2023
		Controller Huzal make model, HIPL-W12-KS	-	1	30-Dec-2022	06-Jan-2023
		TV Stand Huzal HIPLVWS55-P	-	1	30-Dec-2022	06-Jan-2023

Specification | विनिर्देश 1

[Specification Document | विशिष्टता दस्तावेज़](#)[Buyer BOQ Document | क्रेता बीओक्यू दस्तावेज़](#)[Compliance of BOQ Specification And Supporting Document | बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन](#)

Note | टिप्पणी: Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

Specification | विनिर्देश 2

[Specification Document | विशिष्टता दस्तावेज़](#)[Buyer BOQ Document | क्रेता बीओक्यू दस्तावेज़](#)[Compliance of BOQ Specification And Supporting Document | बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन](#)

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Specification | विनिर्देश 3

[Specification Document | विशिष्टता दस्तावेज़](#)[Buyer BOQ Document | क्रेता बीओक्यू दस्तावेज़](#)[Compliance of BOQ Specification And Supporting Document | बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन](#)

Note | टिप्पणी: Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

Terms and Conditions | नियम और शर्तें

1. General Terms and Conditions-

1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.

1.2 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) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 *Generic*

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2.2 *Buyer Added Bid Specific ATC:*

Buyer Added text based ATC clauses

Item Description - "Controller - Huzal make model, HIPL-W12-KS- with cable and accessories as per technical specification" shall be read as to "Controller - Huzal make model, HIPL-W12-KS- with cable and accessories for 6 nos Video Wall as per technical specification"

(b) Item Description - " TV Stand for LG Video Wall Displays - Huzal HIPL-VWS-55-P/P " shall be read as "TV Stand for LG Video Wall Displays - Huzal HIPL-VWS-55-P/P for 6 nos Video Wall"

Documents to be submitted along with the offer :

(i) The vendor should submit the bid specific OEM authorization in original from the manufacturer LG for the offered (a) LG make model 55SVM5F-H Video Wall Display of size 55-inch.

(ii)The vendor should submit the bid specific OEM authorization in original from the manufacturer Huzal offered (b) Huzal make Controller & Huzal make Stand.

Performance Bank Guarantee:- The successful bidder shall submit the Performance Bank Guarantee equivalent to 10% value of the total contract value valid for 18 months from the Date of Commissioning of the equipment..

Performance Bank Guarantee Format

Re : Bank Guarantee in respect of Agreement / Contract / Purchase Order vide no dated..... between Western Coalfields Limited and (Name of Supplier Company)

Messers a Company / Firm having its office at No. (hereinafter called 'the Contractor') has entered into the Agreement / Contract / Purchase Order vide no dated (hereinafter called 'the said agreement') with Coal India Limited, Kolkata on behalf of Western Coalfields Limited (Name of the Purchaser Company) hereinafter called ('the Company') to supply..... stores / materials amounting to Rs..... on the terms and conditions contained in the said agreement.

The(name of the bank) (hereinafter called 'the bank') having its Office at has at the request of the Contractor agreed to give the guarantee as hereinafter contained.

We (name of the bank) do hereby unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and condition of the said agreement or shall commit any breach of its obligations thereunder, the bank shall on demand and without any objection or demur pay to the Company the said sum of Rs..... or any portion thereof without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same, or calling on the company to compel such payment by the contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the company and as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold, payment on the ground that the contractor has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration

proceeding or legal proceeding is pending between the Company and the contractor regarding the claim.

We, the Bank - further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect till the period that will be taken for the performance of the said agreement which is likely to be the day of but if the period of agreement is extended either pursuant to the provisions in the said agreement or by mutual agreement between the contractor and the Company the Bank shall renew the period of the guarantee failing which it shall pay to the Company the said sum of Rs.....or such lesser amount out of the said sum of Rs.....as may be due to the Company and as the Company may demand. This guarantee shall remain in force until the dues of the Company in respect of the said sum of Rs.....and interest are fully satisfied and the company certifies that the agreement regarding re-payment of the said sum of Rs..... has been fully carried out by the contractor and discharges the guarantee.

The Bank further agrees with the Company that the Company shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forbear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the contractor or through any forbearance, act or omission on the part of the Company or any indulgence by the Company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of relieving or discharging the Guarantor.

The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above the Bank shall pay to the Company the said sum of Rs..... or such lesser sum as may then be due to the Company and as the Company may require.

Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs.....only. The guarantee shall remain in force till theday of..... 20.. and unless the guarantee is renewed or a claim is preferred against the Bank within the validity period and / of the claim period from the said date, all rights of the company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

The Bank has under its constitution power to give this guarantee and (Name of the person) who has signed it on behalf of the Bank has authority to do so.

The details of beneficiary bank for sending details of BG under SFMS Platform is furnished below

Name of beneficiary and details	
Name	Western Coalfields ltd
Area	Head Quarter
Bank A/c No: / Cust ID of beneficiary	Current Account no: 005905018053; Customer Id: 556096497 ; ICICI Bank Ltd, Commercial Banking, 9C/A& 9C/B, Ground Floor, Shriram Towers, LIC Square, Nagpur - 440001, Maharashtra
IFSC code	ICIC0000059
Bank Manager Name & Ph no:	UJJWAL KITE: Ph n: 0712-6627389
BG ADVISING MESSAGE - 760COV / 767COV via SFMS	
Field Number	Particulars
7035	ICICI0000059
7037	WCL556096497

Dated this.....Day of.....20...

Place

Signature of the authorized person

For and on behalf of the Bank

2.3 Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

2.4 Generic

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

2.5 Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

2.6 Generic

Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

2.7 Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

2.8 Scope of Supply:

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

2.9 Forms of EMD and PBG:

Bidders can also submit the EMD with Account Payee Demand Draft in favour of WESTERN COALFIELDS LIMITED payable at NAGPUR.

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

2.10 Forms of EMD and PBG:

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name WESTERN COALFIELDS LIMITED Account No. 10205966091 IFSC Code SBIN0009060 Bank Name STATE BANK OF INDIA Branch address COAL ESTATE BRANCH CIVIL LINES, NAGPUR 440001 .

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

2.11 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of WESTERN COALFIELDS LIMITED payable at NAGPUR. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

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

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।