Contract



Contract No: GEMC-511687718816108

Generated Date: 04-Apr-2022 Bid/RA/PR No:<u>GEM/2021/B/1483595</u>

Schedule Name: Schedule 1

21100816722001 DT. 04.04.2022

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**

Designation: Deputy Manager Contact No.: 0712-2511381-

Email ID: alokkumar@westerncoal.gov.in

GSTIN: 27AAACW1578L1ZW

WCL Hqrs, Coal Estate, Civil Lines, Address: NAGPUR, MAHARASHTRA-440001, India

Financial Approval Detail

IFD Concurrence:

Designation of Administrative Approval: GM MM Purchase Designation of Financial Approval: GM Finance

Paying Authority Details

Payment Mode: Offline Designation: Dy Manager Fin

Fmail ID: sprathi@westerncoal.gov.in GSTIN: 27AAACW1578L1ZW

WCL Hqrs, Coal Estate, Civil Lines, Address:

NAGPUR CITY, MAHARASHTRA-440001, India

Seller Details

GeM Seller ID: 1546190000806789

Company Name: SUDARSHAN TECHNO SOLUTION PRIVATE LIMITED

08080649494 Contact No.:

Email ID: pratik@sudarshantechnosolution.com

Shop No 202, Riddhi Siddhi Premises CHS Ltd,Opp Sahakar Plaza, Tilak Nagar,CHEMBUR,MUMBAI, Address:

MUMBAI, MAHARASHTRA-400089, -

MSME verified:

UDYAM-MH-19-0009464 MSME Registration number:

MSE Social Category: General MSE Gender: Male

27AAZCS9860N1ZY GSTIN:

*GST / Tax invoice to be raised in the name of - Consignee

Product Details

#	Item Description	Ordered Quantity	Unit	Unit Price (INR)	Tax Bifurcation (INR)	Price (Inclusive of all Duties and Taxes in INR)
1	Product Name: Radwin - RW-5525-4C58 Brand: Radwin - RW-5525-4C58 Brand Type: Unbranded Catalogue Status: Catalogue not verified by OEM Selling As: Reseller not verified by OEM Category Name & Quadrant: Radwin - RW-5525-4C58 (Q3) Radwin - RW-5525-4C58 HSN not specified by seller	8	set	68,440	NA	547,520

Total Order Value (in INR) 547,520

Consignee Detail

S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: harishkandula@westerncoal.gov.in Contact: 962-3386330- GSTIN: - Address: WCL Central Stores, Urjagram, Tadali- 442406, CHANDRAPUR, MAHARASHTRA-442406, India	Radwin - RW-5525- 4C58	-	8	04-Apr-2022	03-Jun-2022

Product Specification for Radwin - RW-5525-4C58

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Specification	Sub-Spec	Value

Custom Specification	Custom Specification	Yes				
Seller Specification Document:						
1. SpecificationDocument1		_				
Buyer Specification Document:						
1. <u>SpecificationDocument</u>	mkp.gem.gov.in/catalog_data/catalog_support_doc gAttrs/SpecificationDocument/2021/9/1/rw55284c5 38_de33a5591d70e259513afb6a060ec3c d.pdf					

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.
- 1.2.1 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.
- $\textbf{1.10.2} \ \textbf{The funds are available under the proper head in the sanction budget allotment for the concern financial year.}$
- 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 Scope of supply (Bid price to include all cost components) : Only supply of Goods

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