

Contract



Contract No: GEMC-511687786527715
Generated Date: 23-Feb-2022
Bid/RA/PR No: [GEM/2021/B/1462463](#)

21100817521287 DT. 23-Feb-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 Address: WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA-440001, India
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Financial Approval Detail IFD Concurrence: Yes Designation of Administrative Approval: GM MM Purchase Designation of Financial Approval: GM Finance	Paying Authority Details Payment Mode: Offline Designation: Dy Manager Fin Email ID: sprathi@westerncoal.gov.in GSTIN: 27AAACW1578L1ZW Address: WCL Hqrs, Coal Estate, Civil Lines, NAGPUR CITY, MAHARASHTRA-440001, India
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Seller Details GeM Seller ID: 2FD9190000862620 Company Name: SUJYOTI INDIA PRIVATE LIMITED Contact No.: 02266663333 Email ID: ACCOUNTS@SUJYOTI.COM Address: 1104,,KRUSHAL COMMERCIAL COMPLEX,,G M ROAD, ABV SHOPPERS STOP,CHEMBUR, MUMBAI, MAHARASHTRA-400089, - MSME verified: Yes MSME Registration number: UDYAM-MH-20-0003664 MSE Social Category: General MSE Gender: Male GSTIN: 27AABCS3554K1Z5 , 27AABCS3554K1Z5	
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*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 : Draeger RZ 7000 Test Equipment Brand : Draeger Brand Type : Registered Brand Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM Category Name & Quadrant : Draeger RZ 7000 Test Equipment (Q3) RZ 7000 HSN not specified by seller	4	pieces	998,280	NA	3,993,120
Total Order Value (in INR)						3,993,120

Consignee Detail						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: mrsnagpur@westerncoal.gov.in Contact: 0712-2641319- GSTIN: 27AAACW1578L1ZW Address: WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA-440001, India	Draeger RZ 7000 Test Equipment	-	4	23-Feb-2022	24-Apr-2022

Product Specification for Draeger RZ 7000 Test Equipment		
Specification	Sub-Spec	Value

Seller Specification Document:1. [SpecificationDocument1](#)

mkp.gem.gov.in/catalog_data/catalog_support_document/53/24/266/CatalogAttrs/SpecificationDocument/2021/9/18/2021_09_18_12_08_01_technical-specifications-univer_2021-09-18-12-08-04_7652b4dc90d7068690582731e93d4ab5.pdf

Buyer Specification Document:1. [SpecificationDocument](#)

mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/100431/54/78/703/CatalogAttrs/SpecificationDocument/2021/7/26/technical-specifications-universal-tester_2021-07-26-12-52-20_1b7a5f0ce8219cadfaa9bc182c76c64a.pdf

Corrigendum1. **Extended Upto** : 2021-09-20 15:00:00**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.

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.

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) : Supply Installation Testing and Commissioning of Goods

2.2 Warranty period of the supplied products shall be 2 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in

INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

2.3 For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.

b. Execution certificate by client with order value.

c. Any other document in support of order execution like Third Party Inspection release note, etc.

2.4 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.

2.5 Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address Superintendent(Rescue), Mines Rescue Station, Mine Rescue Station WCL, Kalpana Nagar, Uppalwadi Post, Nagpur, MS-440026.

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