

## Contract



21100819221198 DT.8-Nov-2021

**Contract No:** GEMC-511687727964867

**Generated Date:** 08-Nov-2021

**Bid/RA/PR No:** [GEM/2021/B/1242350](#)

<b>Organisation Details</b> Type: Central PSU Ministry: Ministry of Coal Department: Materials Management Organisation Name: Western Coalfields Ltd Office Zone: Western Coalfields Limited / Nagpur	<b>Buyer Details</b> 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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<b>Financial Approval Detail</b> IFD Concurrence: Yes Designation of Administrative Approval: GM MM Purchase Designation of Financial Approval: GM Finance	<b>Paying Authority Details</b> Payment Mode: Offline Designation: Manager Fin Email ID: ssrathod@westerncoal.gov.in GSTIN: - Address: 1st Floor, MM Wing, WCL Hqrs, Coal Estate, Civil Lines, NAGPUR CITY, MAHARASHTRA-440001, India
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<b>Seller Details</b> GeM Seller ID: 681E180000091833 Company Name: SAI BALAJI INDUSTRIES Contact No.: 09421776200 Email ID: sfi.sbc@gmail.com Address: 127/A,DEVKI,TELANKHEDI LAYOUT,RAMNAGAR, Nagpur, MAHARASHTRA-440018, - MSME verified: Yes MSME Registration number: MH20A0002825 MSE Social Category: General GSTIN: 27ABLPC5279K1Z8 , 27ABLPC5279K1Z8	
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\*GST / Tax invoice to be raised in the name of - Consignee

Product Details								
#	Item Description	Category Name & Quadrant	Model	HSN Code	Ordered Quantity	Unit	Lead Time(Days)	Price (Inclusive of all Duties and Taxes in INR)
1	<b>Product Name :</b> SAI BALAJI INDUSTRIES OFFICE / VISITOR CHAIRS with Seat D X W X H 400 mm 380 mm 430 Padded with Polyurethane Foam <b>Brand :</b> SAI BALAJI INDUSTRIES <b>Brand Type :</b> Registered Brand <b>Catalogue Status :</b> Catalogue not verified by OEM <b>Selling As :</b> OEM verified Reseller	Chairs-Office- IS 3499 (Q3)	1242350	9403	10	pieces	-	26,000
Total Order Value (in INR)								26,000

Consignee Detail						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: devdas.mv@nic.in Contact: - GSTIN: - Address: WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA-440001, India	SAI BALAJI INDUSTRIES OFFICE / VISITOR CHAIRS with Seat D X W X H 400 mm 380 mm 430 Padded with Polyurethane Foam	-	10	08-Nov-2021	08-Dec-2021

**Product Specification for SAI BALAJI INDUSTRIES OFFICE / VISITOR CHAIRS with Seat D X W X H 400 mm 380 mm**

### 430 Padded with Polyurethane Foam

Specification	Sub-Spec	Value
MATERIAL	Type of material (other then wood) used in Polythene cane Chair	NOT APPLICABLE
	Material of Fabric Back Cover	leatherite
	Thickness of Plywood used in Backrest IN MM ( $\pm 1$ mm)	12 mm
	Frame Material	MS
	Density of Polyurethane Foam Used in Seat $\pm 2$ (Kg/Cub M)	35 Kg/Cub.M
	Material of Fabric of Seat Cover	N.A
	Density of Polyurethane Foam Used in Backrest $\pm 2$ (Kg/Cub M)	35 Kg/Cub.M
	Thickness of Plywood used in Seat $\pm 1$ (mm)	12 mm
	GSM/Thickness of Fabric $\pm 5$ (Gram per Sq Meter)	220 Gram per Sq Meter
	Arm Material	chrome mild steel
	Thickness of Polyurethane Foam Used in Backrest IN MM (+/- 3 mm)	25 mm
	Thickness of Polyurethane Foam Used in Seat IN MM (+/- 3 mm)	20 mm
	Shoe Type	PVC
GENERIC	Conformity to Indian Standard IS 3499 (Part-1) Latest	No
	Chair Type	With Arms
	Type of Seat and Backrest	Padded with Polyurethane Foam
	Frame Type	Cantilever
	Castors	Without
DIMENSION	Size of Material (mm)	16 SWG 30 mm round pipe
	Chair Height $\pm 15$ (mm)	750 mm
	Seat Depth $\pm 10$ (mm)	400 mm
	Seat Width $\pm 10$ (mm)	380 mm
	Seat Height IN MM $\pm 5$ (mm)	430
	Backrest Width $\pm 10$ (mm)	380 mm
	Backrest Height $\pm 10$ (mm)	300 mm
	Arm Length $\pm 5$ (mm)	200 mm
	Arm Width $\pm 2$ (mm)	30 mm
COLOUR & FINISH	Colour of Fabric for Seat and Backrest	black
	Paint Type	chrome
	Colour of Paint	As per Buyer's choice
CERTIFICATION	Polythene cane conforming to Type-1 of IS 5378 /1994	NO
	Test reports to be furnished to buyer on demand	NO
	BIFMA certification	YES
	OEM of offered product is ISO 9001:2015 certified	YES
	OEM of offered product is ISO 14001:2015 certified	YES
	OEM of offered product is ISO 18001:2007 certified	YES
WARRANTY	Warranty period in number of years	1

**Note:** 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

### 1. Special terms and conditions- Version:1 effective from 08-04-2021 to 02-09-2021

#### 1.1

### 2. General Terms and Conditions-

**2.1 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**

**2.2 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.**

**2.2.1 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.**

**2.2.2 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.**

**2.3 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.**

**2.4 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.**

**2.5 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.**

**2.6 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).**

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

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

**2.9 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.**

#### 2.10 Financial Certificate:

**2.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.**

**2.10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.**

**2.10.3 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.**

**2.11 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.**

### 3. Buyer Added Bid Specific Terms and Conditions-

**3.1 Scope of supply (Bid price to include all cost components) : Only supply of Goods**

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