



# Contract

Contract No: GEMC-511687768702770

Generated Date: 27-Apr-2020

SO-NO. 21100820820022 dtd. 28/04/2020

## 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

Name: Alok Kumar  
 Designation: Asst Manager (MM)  
 Contact No.: 0712-2512354-5585  
 Email ID: alokkumar@westerncoal.gov.in  
 GSTIN: 27AAACW1578L1ZW  
 Address: 1st Floor, MM Wing, WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA-440001, India

## Financial Approval Detail

IFD Concurrence : Yes  
 Designation of Administrative Approval : Director  
 Designation of Financial Approval : GM Finance

## Seller Details

Company Name: Shyam Ji Trading Company  
 Contact No.: 9878414142  
 Email ID: shyamjittradingcochd@gmail.com  
 Address: SECOND FLOOR, SCO-172A, Grain market, SECTOR 26, Chandigarh, Chandigarh-160019, -  
 MSME verified: Yes  
 MSE Social Category: General  
 MSE Gender: Male  
 GSTIN: 04AEWPC9984P1ZD

## Product Details

Item Description	Category Name	Model	HSN Code	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
Unbranded Metal Shelving Rack D X W X H 450 900 2175	Metal Shelving Racks	sbe-4040	HSN not specified by seller	2	pieces	7,998
Total Order Value (in INR)						7,998

## Consignee Detail

S.No	Consignee	Item	Quantity	Expected Delivery Date
	Neeli Purushotham Chief Manager EnT Landline-0712-2510825- npurshottam@westerncoal.gov.in 1st Floor, MM Wing, WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA-440001, India	Unbranded Metal Shelving Rack D X W X H 450 900 2175	2	11-Jun-2020

## Product Specification for Unbranded Metal Shelving Rack D X W X H 450 900 2175

Specification	Sub-Spec	Value
ENERIC	Type	OPEN TYPE
	Pigeon Holes	without
	Number of Shelves/Compartments (Top / Ceiling Shelf - not to be counted)	6
MATERIAL	Shelves Material	1.2 mm Thick MS Sheet Conforming to Commercial Quality CR-1, Grade 340 of IS 513
	M S Sheet Thickness of Shelves and Back (Minimum) in mm	1.2

	Angle Posts Material and size	Rolled steel angle posts of 40 X 40 X 3 mm
DIMENSION	Depth in mm (±5 mm)	450
	Width in mm (±5 mm)	900
	Height in mm (±5 mm)	2175
	Bin Strip Height in mm (±1 mm)	Not Provided
CERTIFICATION	Conformity to Indian Standard	IS: 1883 Latest
	Test reports to be furnished to buyer on demand	Yes
MISC	Number of Pigeon Holes Equally Spaced in Each Row	na
	Paint	Powder coated
	Colour	OTHER
	Packing	Bubble Sheet Packing
	No of Gussets	4
	Ground Clearance in mm (+/- 2 mm)	45 mm
	Label Holder	Yes
WARANTEE	WARANTEE PERIOD IN NUMBER OF YEARS	2

## 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.