

**Contract**

Contract No: GEMC-511687778956725

S.O.No. 21101820819128 dt. 27/09/19

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Bid/RA/PR No:GEM/2019/B/302230

Organisation Details	Buyer Details
Country: Central PSU Ministry: Ministry of Coal Department: Materials Management Organisation Name: Western Coalfields Ltd Zone: Western Coalfields Limited / Nagpur	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
Occurrence : Yes Granting Authority : Director Technical Granting Authority : GM Finance

Supplier Details
Name: COOLON (INDIA) PRIVATE LIMITED Contact No.: 7011495208 Email ID: sanjay@coolonac.com Address: D-14,RAJAN BABU ROAD,ADARSH NAGAR, NEW DELHI, Delhi-110033, -

Product Details					
Item Description	Category Name	Model	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
HEAVY DUTY 1.5 Ton / 4500 kcal/hr High wall Split AC 5 Star	Air Conditioner	OG-18IN5	11	pieces	395,824
Order Value (in INR)					395,824

Signee Detail			
Signee	Item	Quantity	Expected Delivery Date
Sanjay Kumar Landline-- sanjaykumar292@westerncoal.gov.in 1st Floor, MM Wing, WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA-440001, India	OG HEAVY DUTY 1.5 Ton / 4500 kcal/hr High wall Split AC 5 Star	11	27-Oct-2019

Product Specification for OG HEAVY DUTY 1.5 Ton / 4500 kcal/hr High wall Split AC 5 Star		
Specification	Sub-Spec	Value
CITY / GENERIC	Type of Air conditioner	High wall Split AC
	Technology of AC	Inverter (Variable Speed)
	Nominal cooling capacity in Ton / (kcal/hr)	1.5 Ton / 4500 kcal/hr
	Coil Material	Copper
	Eco-friendly refrigerant	Yes
	Minimum length of copper pipe and suitable connecting electrical cable for installation and	3 metre

CONFORMITY / CERTIFICATION	BEE Star Rating	5
	Conformity to Indian Standard	IS 1391 latest
WARRANTY	Warranty on Machine	1
	Warranty on Compressor	5
INSTALLATION	Installation and commissioning	With Installation and Commissioning

## Terms and Conditions

### Special terms and conditions

#### Scope of installation and Commissioning for Cassette AC

- 1 Mounting/Fitting of indoor and outdoor units at the respective locations after cutting the false ceiling / drilling holes into the roof, if required.
- 2 Laying of refrigerant piping and connecting with indoor and outdoor units after drilling hole/holes in the wall, if required.
- 3 Charging Refrigerant gas in the unit.
- 4 Suitable electric wiring between indoor unit and switch upto 3 meters length.
- 5 Testing for satisfactory working without any abnormal noise as well as leakage test of entire system.

#### Following are not included in the scope of supply for Cassette AC:

- 1 Refrigerant pipe of required length.
- 2 Set of 4 nos. of Rods for fixing Cassette AC to the roof.
- 3 Chiselling / Ducting / grooving for concealing the Refrigerant piping / cabling.
- 4 Switches/ Sockets / Plug Tops / Voltage Stabilizer.

#### Scope of installation and Commissioning for Floor Standing Split AC

- 1 Mounting/Fitting of indoor and outdoor units at the respective locations.
- 2 Laying of refrigerant piping and connecting with indoor and outdoor units after drilling hole/holes in the wall, if required.
- 3 Charging Refrigerant gas in the unit.
- 4 Suitable electric wiring between indoor unit and switch upto 3 meters length.
- 5 Testing for satisfactory working without any abnormal noise as well as leakage test of entire system.

#### Following are not included in the scope of supply for Floor Standing Split AC

- 1 Refrigerant pipe of required length.
- 2 Chiselling / Ducting / grooving for concealing the Refrigerant piping / cabling.
- 3 Switches/ Sockets / Plug Tops / Voltage Stabilizer.

Buyers shall ensure that wherever they opt for Air Conditioner 'with installation at Extra Cost', they have to select separately priced installation at extra cost. Similarly, the buyers may also order separately priced accessories for Air Conditioners such as Metallic mount, Set of Hanging Rods for Cassette AC, Drain pipe, a Refrigerant Pipe, Extra Electric Cable.

In addition to general terms and conditions of the GeM following special T&C shall be applicable:

1 "Refrigerant Pipe / Refrigerant Piping", wherever is referred in this document, means, "Set of two copper pipes one for suction other for discharge with suitable insulation for carrying the Refrigerant along with suitable connecting electrical cable.

2 The Scope of installation and Commissioning for different types of Air Conditioners when opted by the buyer shall be as under: Scope of installation and Commissioning for Window AC :-

- 2.1 Mounting/Fitting of Window AC, with necessary alignment work, in already made window frame.



3.1 Carpentry work for making the window frame and fixing of wooden frame.

3.2 Switches/ Sockets / Plug Tops / Voltage Stabilizer.

4 Scope of installation and Commissioning for High wall Split AC :-

4.1 Mounting/Fitting of indoor and outdoor units at the respective locations.

4.2 Laying of refrigerant piping and connecting with indoor and outdoor units after drilling hole/holes in the wall, if required.

4.3 Charging Refrigerant gas in the unit.

4.4 Suitable electric wiring between indoor unit and switch upto 3 meters length.

4.5 Testing for satisfactory working without any abnormal noise as well as leakage test of entire system.

5 Following are not included in the scope of supply for High wall Split AC:

5.1 Chiselling / Ducting / grooving for concealing the Refrigerant piping / cabling.

5.2 Switches/ Sockets / Plug Tops / Voltage Stabilizer.

#### General terms and conditions

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 Reverse Auction Additional Terms and Conditions (ATC), as applicable

**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.

**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 be mutually agreed and incorporated in the Contract as per the provisions of the GTC.

**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 whole or in part, the Performance Security furnished by the Seller.

**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 to 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) levied 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.

**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 for payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).

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

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

**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 shall 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 delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Agreement (SLA) is applicable the same shall be applicable for the Contract.

#### Financial Certificate:

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

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

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

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

#### Additional Terms and conditions

**Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Trademark are excluded from the purview of this Policy. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant

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

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