

11100819220266 Dt. 31/03/21



## Contract

Contract No: GEMC-511 687788816424

Generated Date:05-Jan-2021

Bid/RA/PR No:GEM/2020/B/726986

Organisation Details	Buyer Details
Type: Central PSU	Designation: Assistant Mgr MM
Ministry: Ministry of Coal	Contact No.: 0712-2511381-5859
Department: Materials Management	Email ID: satish.alugolu@nic.in
Organisation Name: Western Coalfields Ltd	GSTIN: 27AAACW1578L1ZW
Office Zone: Western Coalfields Limited / Nagpur	Address: WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA-440001, India

Financial Approval Detail	Paying Authority Details
IFD Concurrence: Yes	Payment Mode: Offline
Designation of Administrative Approval: DT (P&P)	Designation: Dy Manager Fin
Designation of Financial Approval: GM(FINANCE)	Email ID: sprathi@westerncoal.gov.in
	GSTIN: 27AAACW1578L1ZW
	Address: WCL Hqrs, Coal Estate, Civil Lines, NAGPUR CITY, MAHARASHTRA-440001, India

Seller Details	
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
MSE Social Category:	General
GSTIN:	27ABLPC5279K1Z8 , 27ABLPC5279K1Z8

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

Product Details							
#	Item Description	Category Name	Model	HSN Code	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
1	Revolving Chair	Revolving Chair	726986B	9403	296	pieces	686,720
	Steel Tables	Steel Tables	726986A	9403	236	pieces	519,200
Total Order Value (in INR)							1,205,920

Consignee Detail							
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By	
1	Designation: - Email ID: ss.mangare@nic.in Contact: 07175-285019- GSTIN: 27AAACW1578L1ZW Address: Regional Stores, WCL New Majri, P.O. Shivaji Nagar Distt Chandrapur, CHANDRAPUR, MAHARASHTRA-442503, India	Steel Tables	-	44	05-Jan-2021	16-Feb-2021	
		Revolving Chair	-	43	05-Jan-2021	16-Feb-2021	
2	Designation: - Email ID: asaari.mahender@nic.in Contact: -9618810882- GSTIN: - Address: Regional Stores, WCL P.O. GHUGUS COLLIERY Distt Chandrapur, M.S ; Pin 442 505, CHANDRAPUR, MAHARASHTRA-442505, India	Steel Tables	-	22	05-Jan-2021	16-Feb-2021	
		Revolving Chair	-	58	05-Jan-2021	16-Feb-2021	

3	Designation: - Email ID: ulli.srikanthganesh@nic.in Contact: - GSTIN: - Address: Regional Stores, WCL, Durgapur Opencast, P.O. DURGAPUR Distt Chandrapur, (M.S)Pin 442 403, CHANDRAPUR, MAHARASHTRA-442403, India	Steel Tables	-	16	05-Jan-2021	16-Feb-2021
		Revolving Chair	-	41	05-Jan-2021	16-Feb-2021
4	Designation: - Email ID: akpandey989@westerncoal.gov.in Contact: -8989117973- GSTIN: 23AAACW1578L1Z4 Address: Regional Stores, WCL Pench Area P.O CHANDAMETA Distt. Chhindwara, M.P 480447 GSTN: 23AAACW1578L1Z4, CHHINDWARA, MADHYA PRADESH-480447, India	Steel Tables	-	60	05-Jan-2021	16-Feb-2021
		Revolving Chair	-	60	05-Jan-2021	16-Feb-2021
5	Designation: - Email ID: kskattimani@westerncoal.gov.in Contact: - GSTIN: 23AAACW1578L1Z4 Address: Regional Stores, Western Coalfields Limited Pathakhera Area P.O.:Pathakhera Colliery-460449, Distt.:Betul.( M.P) GSTN: 23AAACW1578L1Z4, BETUL, MADHYA PRADESH-460449, India	Steel Tables	-	49	05-Jan-2021	16-Feb-2021
		Revolving Chair	-	49	05-Jan-2021	16-Feb-2021
6	Designation: - Email ID: rahul.amane@nic.in Contact: 07116-247181- GSTIN: 27AAACW1578L1ZW Address: Regional Stores, WCL PO SILEWARA COLLIERY Dist. Nagpur M.S.; Pin 441 109, NAGPUR, MAHARASHTRA-441109, India	Steel Tables	-	45	05-Jan-2021	16-Feb-2021
		Revolving Chair	-	45	05-Jan-2021	16-Feb-2021

### Product Specification for Revolving Chair

Specification	Sub-Spec	Value
MATERIAL	Pedestal Base	Glass Fibre Nylon with ABS/ NylonTwin Caster Wheels Minimum 5 Nos, of 50 mm Size
	Arm Material	Proppylene
	seat material	PU foam covered with mesh fabric
	Density of PU foam used in seat KG per Cu Meter (+/- 3)	35
	Density of PU foam used in backrest in KG per Cu Meter (+/- 3)	35
	Material of Fabric Back Cover / Material for Backrest	mesh fabric
	Material of Fabric of Seat Cover	Mesh Fabrics
	GSM/Thickness of fabric $\pm 5\%$ (Gram/Square meter)	220 gram
GENERAL	Chair Type	central tilt
	Tilt Tension Adjustment	Yes
	Height Adjustment $\pm 5$ (mm)	up to 100 mm
	Arm	With
	Type of backrest support	Backrest With Adjustable Lumber Support
	Arm T type	Fixed
	Colour of Fabric for Seat and Backrest	N.A
	Ergonomic Seat Design	Yes
	Back type	push back
	Backrest is made of two pcs injection moulded frame	Backrest is made of two pcs injection moulded frame
	backrest has separate adjustable headrest	No
Seat type	fixed	



	Seat is curved	Yes
	Locking mechanism	Yes
	Type of locking	tilt limiter
	Number of arm movement	N.A
	Lumber support	N.A
DIMENSION	Overall Chair Height ±15mm	950
	Backrest Height ±15mm	500
	Backrest Width ±10mm	440
	Seat Height ±15 mm	450
	Seat Width ±10 mm	480
	Seat Depth ±10 mm	400
	Thickness of MS Plate Joining the under structure with Seat	0.2
	Thickness of Plywood used in Seat ±1(mm)	12 mm
	Thickness of Plywood used in Backrest ± 1(mm)	N.A
	Padestal Size (Diameter in mm) +/- 10 mm	600
	Thickness of Polyurethane Foam Used in Seat in mm (+/- 2 mm)	30 mm
Thickness of Polyurethane Foam Used in Backrest IN MM (+/- 2 MM)	30 mm	
WARANTEE	Warrantee period in number of years	1-year
CERTIFICATION	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
	Green guard certification	NO
	Aiota	NO

### Product Specification for Steel Tables

Specification	Sub-Spec	Value
GENERIC	Conformity to Indian Standard IS: 8126 Latest	Yes
	Storage	one side
	Total Number of Storage Units	single storage
	Cup Board / Locker type Storage Units	N.A
	Type of Storage Units	OTHER DESIGNS
	Lock on all storage units	Provided
	Loading capacity of table top in KG ( +/-5 Kg)	500 kg
	Table Top Material and Thickness (+/-2 mm)	18 mm thick prelaminated Particle Board (Not as per IS 8126)
	Padestal (Under structure)	Mild Steel Pipe of diameter 25 mm and wall thickness 1.1 mm minimum (Not as per IS 8126)
	Table Top Length +/-10(mm)	900
	Table Top Width +/-10(mm)	600

	Table Height +/-5(mm)	760
MATERIAL	Foot Rest Material	Mild Steel Pipe of diameter 25 mm and wall thickness 1.1 mm minimum (Not as per IS 8126)
	Handles Material	Corrosion Resistance Metal
	Thickness of PVC tape on edges of Table Top banded with the help of hot melt glue (mm)	N.A
	Storage Unit and Drawer Units Material	0.8 mm M S sheet
	Shoes Material	Rubber
DIMENSION	Width of Storage Unit +/-5(mm)	355
	Depth of Storage Unit +/-10(mm)	355
	Overall Height of Storage Units +/- 10 mm	380 mm
	Height of smallest Storage Compartment / Drawer +/-3 mm	170 mm
	Height of medium size Storage Compartment / Drawer +/-5 mm	N.A
	Height of Largest Storage Compartment / Drawer +/-5 mm	N.A
	Width of Locker / Cupboard type Storage unit	N.A
	Depth of Locker / Cupboard type Storage unit	N.A
	Height of Locker / Cupboard type Storage unit	N.A
MISC	Foot Rest Provided	YES
COLOUR & FINISH	Colour of Lamination	AS PER BUYER CHOICE
	Paint	Stove enameled Paint
	Colour of Paint	AS PER BUYER CHOICE
CERTIFICATION	ISI Marked	No
	BIS Licence No	-
	Test reports to be furnished to buyer on demand	YES
	BIFMA certification	NO
	OEM of offered product is ISO 9001:2015 certified	NO
	OEM of offered product is ISO 14001:2015 certified	NO
	OEM of offered product is ISO 18001:2007 certified	NO
	Green guard certification	NO
WARANTEE	WARRANTY 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.

1.2.1 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. Additional Terms and conditions**

**2.1 Upload Manufacturer authorization:** Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

**2.2 OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

**2.3 Scope of supply (Bid price to include all cost components) :** Supply Installation Testing and Commissioning of Goods

**2.4 Preference to Make In India products (For bids less than 200 Crore):**Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

**2.5 Availability of Service Centres:** Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

**2.6 Escalation Matrix For Service Support :** Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

**2.7 Timely Servicing / rectification of defects during warranty period:** After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG).Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

**2.8 Bidders can also submit the EMD with Account Payee Demand Draft in favour of Western Coalfields Limited payable at NAGPUR.**

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

**2.9 Bidders can also submit the EMD with Banker's Cheque in favour of Western Coalfields Limited payable at NAGPUR.**

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

**2.10** Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name Western Coalfields Limited Account No. 916020014855308 IFSC Code UTIB0000048 Bank Name AXIS BANK Branch address M.G House, Rabindranath Tagore Road, beside board office civil lines, Nagpur, 440001, Maharashtra.

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

**2.11** Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of Western Coalfields Limited payable at NAGPUR. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

**2.12** Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name Western Coalfields Limited Account No. 916020014855308 IFSC Code UTIB0000048 Bank Name AXIS BANK Branch address M.G House, Rabindranath Tagore Road, beside board office civil lines, Nagpur, 440001, Maharashtra. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

**2.13** To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid): TEST REPORTS TO BE FURNISHED TO BUYER ON DEMAND ( FOR REVOLVING CHAIR).

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