

**Contract**

Contract No: GEMC-511687711133175

Generated Date: 29-Jun-2021

Bid/RA/PR No:GEM/2021/B/1208262

21100818621074 Dt. 13/07/21

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

Financial Approval Detail

IFD Concurrence: Yes
Designation of Administrative (DIRECTOR(TECHNICAL/PROJECT & PLANNING))
Approval: PLANNING))
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

Seller Details

GeM Seller ID: 9144180000090893
Company Name: MM9 INFORMATION TECHNOLOGIES PRIVATE LIMITED
Contact No.: 09810066129
Email ID: psc@mm9india.com
Address: H.NO.151,H.NO.151,SECTOR-31 GURGAON Haryana INDIA 122001,SECTOR 31,
GURGAON, HARYANA-122001, -
MSME verified: Yes
MSE Social Category: General
MSE Gender: Male
GSTIN: 07AACCM6830H1Z1, 06AACCM6830H1ZK

*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	Product Name : APPLE M1 13-inch MacBook AIR Brand : APPLE Brand Type : Registered Brand Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM	APPLE M1 13-inch MacBook AIR	MacBook Air	HSN not specified by seller	2	pieces	172,400
Total Order Value (in INR)							172,400

Consignee Detail

S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: pgchoudhary@westerncoal.gov.in Contact: 0712-2511381-5490 GSTIN: 27AAACW1578L1ZW Address: 1st Floor, MM Wing, WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA-440001, India	APPLE M1 13-inch MacBook AIR	-	2	29-Jun-2021	13-Aug-2021

Product Specification for APPLE M1 13-inch MacBook AIR

Specification	Sub-Spec	Value
Custom Specification	Custom Specification	Yes

Additional Specification Documents:

1. SpecificationDocument1	https://mkp.gem.gov.in/catalog_data/catalog_support_document/43/24/417/CatalogAttrs/SpecificationDocument/2021/5/21/2021_05_21_12_25_44_specs_2021-05-21-12-25-48_3f6ff61ba49697745a9bcfd36004c305.pdf
2. SpecificationDocument	https://mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/100431/54/78/703/CatalogAttrs/SpecificationDocument/2021/5/6/technical-specifications_2021-05-06-15-05-28_c0fab15a40256b049de68cdb9b64d5a5.pdf

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

2.2 Buyer Added text based ATC clauses

Bidder should be authorised reseller of Apple Macbook, Document to be submitted in support.

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