

**Contract**

**Contract No:** GEMC47731-15

**Contract Date:** 07-12-2017 12:59:03



<p><b>Organization Details</b>                  Type: Central PSU                  Ministry/ Department: NA                  Organization Name: N/A</p>	<p><b>Buyer Details</b>                  GEM Unique ID: GEM/2017/GO/45349/1                  Name: D DHANABALAN                  Contact No.: 9406965092                  Email ID: d.dhanabalan@coalindia.in                  GSTIN: N/A                  Address: Material Management Department, First Floor, Panjreh Bhawan, Po - Singrauli , Singrauli , Madhya Pradesh - 486889</p>
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<p><b>Seller Details</b>                  GEM Unique ID: GEM/2016/S/BLUE STAR LIMITED/19                  Company Name: BLUE STAR LIMITED                  Contact No.: 9873006753                  Email ID: vivekkhare@bluestarindia.com                  Address: Kasturi Buildingjamshedji Tata Road Mumbai Maharashtra India 400020 , Mumbai - City , Maharashtra - 400020</p>	
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<b>Consignee Detail</b>			
S.No.	Consignee	Quantity	Expected Delivery Date
1	Sandwip Ghosh northcoal44@yahoo.com (15, Gariahat Road (2nd Floor) Kolkata West Bengal, South 24 Paraganas, West Bengal - 700019)	5	06-01-2018

<b>Accounting Details</b>			
Designation of official providing administration approval:	GM MM	Designation of official providing financial approval:	GM FIN
IFD Concurrence Required?	No		

<b>Product Details</b>						
#	Item Description	Model	Is PAC buying?	Ordered Quantity	Unit	Price per Unit inclusive of all Duties and Taxes (in INR)
1	Window AC (blue star limited)	5W18LC	-NA-	5	NOS.	25,850.00
Total Order Value (in INR)						<b>129,250.00</b>

Specification	Value	Unit
Nominal Cooling Capacity [Ton/(Kcal/hr)]	1.5/4500	Ton/(Kcal/hr)
Nominal Cooling Capacity (Ton)	1.5	Ton
BEE Star Rating	5	
Type Of Air Conditioner	Window AC	
Indian Standard	IS 1391	
Coil Material	CU	
Eco Friendly Refrigerant	No	
Warranty On Machine	1	Year(s)
Warranty On Compressor	5	Years
Installation And Commissioning	Inclusive	
5 Meters Of Copper Pipe For Installation And Commissioning (only For Split AC)	Inclusive	

**Terms & Conditions**

- This Contract is for the supply of the stores detailed in the schedule below in accordance with the General Terms and Conditions of Sale / Purchase in Government e-Marketplace (GeM), General Terms and Conditions for enrolment of Seller on GeM (Government e-Marketplace) and (if applicable) Special Terms and Conditions for Reverse Auction on GeM or Special Terms and Conditions for e-bidding on GeM, shall operate to create a specific contract between the Seller on one part and the Purchaser on the other part.
- Terms of delivery:** Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning (as indicated in technical details of the item), the charges for the same are also included in the contract price.
- This Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s).

4. **Performance Security (if any):** There shall be no Performance security / PBG requirement for contracts placed under Direct Purchase Option on GeM. For procurement through reverse Auction/e-bidding, Security Deposit / Performance Bank Guarantee (PBG) @2% of contract value, shall be applicable in respect of contracts valuing above Rs. 25 Lakh, as per special terms and conditions applicable for e-bidding / RA. Such Performance Bank Guarantee from a scheduled commercial bank must be submitted by seller to the Buyer within 15 days of award of contract and shall be in the format provided on GeM. Payments against such contract shall not be released till acceptable Performance Bank Guarantee is furnished by the seller.

5. **Taxes and Duties:**

- o Prices shall be all inclusive basis i.e. including all taxes. Statutory variation, if any, shall be to the seller's account.
- o The Bill Form shall be on-line provided to the seller by the Buyer which may inter alia include the following confirmations from the Seller:
  - Certified that the Goods and Services Tax (GST) charged on this Bill is not more than what is payable under the provision of the relevant Act or the Rules made there under.
  - Certified 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 provisions of that Act or the Rules made there under
  - Certified that the Seller is registered with above indicated GSTIN as dealer in the State where in their Billing address is located for the purpose of GST.

6. **Octroi Duty and/or other local taxes:** The Seller shall have discretion to offer Goods/Services for the select consignee location(s) in the country and they are expected to account for all local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc.) also while quoting the price for the listed Goods/Services and as such no reimbursement over and above the contract price(s) shall be allowed to Seller towards payment of such taxes.

7. **Resolution of disputes:** In the event of any question, dispute or difference arising under the terms and conditions of the GeM, the jurisdiction of the same shall be at the place from where contract has been placed by the purchaser and may be referred to the arbitration for which the arbitrator(s) for adjudication of the matter shall be nominated by the Purchaser while awarding the Contract itself. The arbitration in the matters related to GeM shall be governed as per prevailing Indian Arbitration and Conciliation Act 1996 and would be binding upon the Seller and Purchaser/Buyer. In all such cases in the GeM, the dispute would not be referred or entertained by Facilitation Council, Consumer Forum or any other adjudication forum and GeM SPV would not be a party to any such dispute/matter.

8. **Liquidated Damages:** If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed Delivery/Time period(s) specified in the Contract, the Purchaser will be entitled to deduct/recover the Liquidated Damages for the delay, (unless covered under Force Majeure conditions prescribed on GeM), @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 5% of the contract value without any controversy/dispute of any sort whatsoever.

9. **FINANCIAL CERTIFICATE**

- o The expenditure involved for this purpose has received the sanction of the competent financial authority.
- o The funds are available under the proper head in the sanction budget allotment for the concerned financial year.
- o I have been fully authorized by the Department to sign the supply order and incur the liability of the Goods being ordered.

**For PAC**

**Additional Terms and Conditions for Procurement under Proprietary Article Certificate (PAC) Buying:**

- o In case a Govt. buyer on GeM, wants to make procurement on proprietary basis on the GeM Portal after obtaining the requisite approvals/PAC certificate from their competent authority as per Rule 166 of GFR-2017, the Buyer can use PAC filter provided on GeM for selecting a specific model/ make available from a particular GeM Seller.
- o The Indentor must arrange for and provide Road Permit/s as necessary for entry of goods into the State where the consignee is located. The indentor / consignee should also furnish the firm with necessary Octroi exemption certificate along with the order to avoid payment of town duty, Octroi. Road Toll Tax, Entry Tax and / or any other Local Taxes and Duties such as Octroi / Sales Tax if paid by the firm will be reimbursed by the paying authority (Deputy Controller of Accounts, Mumbai) against production of relevant payment receipt/s.
- o The Seller's prices on the Portal is just their offer prices and the proper discovery of price generally happens through bidding/RA. Moreover, in PAC procurement irrespective of multiple listing by authorised sellers, the important issue of price control remaining with the OEM cannot be overlooked. Therefore, in case of all the PAC procurements, the Buyers will have to carry out extra due diligence in establishing the reasonableness of prices before placement of contract as per para (vii) of Rule -149 of GFR-2017.
- o Except for direct buying up to Rs. 50,000/- subject to establishing the reasonableness of price, the bidding will be mandatory for procurements above Rs. 50,000/-. As result of bidding, the response could be as under:
  - Only OEM is available or only single authorised seller is available.
  - OEM as well as multiple authorised Seller are available.
  - Multiple authorised Sellers of the OEM are available.

Purchase made on



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---Thank You---