



Contract

Contract No: GEMC-511687778118706

Generated Date:27-Oct-2020

Bid/RA/PR No:GEM/2020/B/742046

21000820820160

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

Financial Approval Detail	Paying Authority Details
IFD Concurrence: Yes Designation of Administrative Approval: DIRECTOR(TECHNICAL)PROJECT AND PLANNING Designation of Financial Approval: GENERAL MANAGER(FINANCE)	Name: Shailesh Gupte Designation: Sr. Manager Email ID: sagupte@westerncoal.gov.in GSTIN: N Address: WCL Hqrs, Coal Estate, Civil Lines, NAGPUR CITY, MAHARASHTRA-440001, India

Seller Details	
Company Name:	DELVEGSCO SALES PRIVATE LIMITED
Contact No.:	09873191901
Email ID:	sachinkaushik@delvegSCO.com
Address:	Rp 1697 Nh-8, Near Telco Service Station,Rang Puri Extension,New Delhi, South West delhi, DELHI-110037, -
MSME verified:	Yes
GSTIN:	06AAFCD0350C1ZD

Product Details							
#	Item Description	Category Name	Model	HSN Code	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
1	DIGA 12U Portable Racks Networking/Server Rack	Networking/Server Rack	DIGA 12RA-600450-001	HSN not specified by seller	1	pieces	5,965
Total Order Value (in INR)							5,965

Consignee Detail						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Name: Neeli Purushotham Designation: - Email ID: npurshottam@westerncoal.gov.in Contact: 0712-25 10825- GSTIN: 27AAACW1578L1ZW Address: WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA-440001, India	DIGA 12U Portable Racks Networking/Server Rack	-	1	27-Oct-2020	26-Dec-2020

Product Specification for DIGA 12U Portable Racks Networking/Server Rack

Depth of the Rack (mm)	Upto 450
Mount Type	Wall mount
Front glass Door	Yes
Type of glass used in front door	Transparent Toughened Glass
Material used for rear door	CRCA Steel
Both rear and front doors with Perforation	No
Side Panels With Key Locks and Slam Latch	Yes
Secure Locks	Available
Rear split door design	No
Keyboard Tray Sliding and Rotary	No
Shelf For CRT/TFT Display	No
Cable channel in rear side for cable management	No
Support cable entry from top or bottom	Yes
Vertical & Horizontal managers	Yes
Numbers of Rack trays	0
Number of Fan For Heat dissipation (nos)	1
Number of fan trays	0
Heavy Duty Caster Wheels	NA
If yes, then Front Break Options	NA
Load Bearing Capacity (Kgs)	25
If Wall mount racks then ,Swing-Out Racks	NA
Dust or water resistant	No
PDU Power Strips	Available
Weight (Kg)	15.4
Warranty (Years)	1

Specifications

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

towards payment of local taxes (such as levy or town duty, Octroi Duty, Terminal Tax and other levies or 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 Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

2.3 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.

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

2.5 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.

2.6 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.

2.7 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.

2.8 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.

2.9 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.

2.10 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.

