Contract|अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687754746841

Generated Date | अनुबंध तिथि: 15-Feb-2023

Bid/RA/PBP No.|बोली/आरए/पीबीपी संख्या: <u>GEM/2022/B/2548296</u>

Organisation Details|संगठन विवरण

Type।प्ररूप: Central PSU Ministry|मंत्रालय : Ministry of Coal Department|विभाग : Materials Management Organisation Name|संगठन का नाम : Western Coalfields Ltd

Office Zone|कार्यालय क्षेत्र: Western Coalfields Limited / Nagpur Buyer Details | खरीदार विवरण

Designation|पद: Manager Contact No.|संपर्क नंबर : 0712-2511381-

Email ID|ईमेल आईडी : alokkumar@westerncoal.gov.in

GSTIN|जीएसटीआईएन : 27AAACW1578L1ZW

WCL Hqrs, Coal Estate, Civil Lines, Address|पता: NAGPUR, MAHARASHTRA-440001, India

Financial Approval Detail|वित्तीय स्वीकृति विवरण

IFD Concurrence|आईएफडी सहमति : Yes Designation of Administrative Approval | GM MM P प्रशासनिक अनुमोदन का पदनाम:

Designation of Financial Approval

वित्तीय अनुमोदन का पदनाम :

Paying Authority Details | भुगतान प्राधिकरण विवरण

Payment Mode|भुगतान का

Offline

तरीका:

Designation। पद : Dy Manager Fin Email ID|ईमेल आईडी : sprathi@westerncoal.gov.in GSTIN|जीएसटीआईएन : 27AAACW1578L1ZW

WCL Hqrs, Coal Estate, Civil Lines, Address|पताः

NAGPUR CITY, MAHARASHTRA-440001, India

Drico

Seller Details|विक्रैता विवरण

GeM Seller ID|जेम विक्रैता आईडी : 573E180000332898

Company Name|कंपनी का नाम : HINDUSTHAN MERCANTILE CO Company

Contact No.|संपर्क नंबर : 09433852858 Email ID|ईमेल आईडी : hmcmsme@gmail.com

Plot No.48,GHUSURY,144/145, J.N.MUKHERJEE ROAD,GHUSURY, Address|पता:

Howrah, WEST BENGAL-711107, -

GM Finance

MSME verified|एमएसएमई सत्यापित : MSME Registration number|एमएसएमई पंजीकरण संख्या :

GSTIN|जीएसटीआईएन: 19AABFH9891D1Z2

*GST / Tax invoice to be raised in the name of | जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा - Consignee

Product Details|उत्पाद विवरण

#	Item Description आइटम विवरण	Ordered Quantity आइटम विवरण	Unit इकाई	Unit Price (INR) इकाई मूल्य (INR)	Tax Bifurcation (INR) कर विभाजन (INR)	Price (Inclusive of all Duties and Taxes in INR) मूल्य (INR में सभी शुल्क और कर सहित)	
1	Product Name उत्पाद का नाम: ALL IN ONE Brand ब्रांड: RDP Brand Type ब्रांड प्रकार: Registered Brand Catalogue Status कैटलॉग की स्थिति: Catalogue not verified by OEM Selling As कैसे बेचा जा रहा है: Reseller not verified by OEM Category Name & Quadrant श्रेणी का नाम और चतुर्थांच: ALL IN ONE (Q3) Model मॉडल: RDP HSN Code एचएसएन कोड: HSN not specified by seller	697	set	66,200	NA	46,141,400	
2	Product Name उत्पाद का नाम : UPS WITH 3 YEARS ONSITE WARRANTY Brand ब्रांड : BPE Brand Type ब्रांड प्रकार : Registered Brand Catalogue Status कैटलॉग की स्थिति: Catalogue not verified by OEM Selling As कैसे बेचा जा रहा है : Reseller not verified by OEM Category Name & Quadrant श्रेणी का नाम और चतुर्पांश : UPS WITH 3 YEARS ONSITE WARRANTY (Q3) Model मॅडल: BP1200 HSN Code एचएसएन कोड: HSN not specified by seller	697	pieces	6,500	NA	4,530,500	
To	Total Order Value कुल ऑर्डर मूल्य (in INR)						

Consignee Detail|परेषिती विवरण

						Delivery To
					Delivery Start	Be
					After	Completed
S.No	Consignee। परेषिती	Item वस्तु		Quantity	दिनांक के बाद	
क्र.स	Consignee 4040ii	itempang	लॉट नंबर	मात्रा	डिलीवरी शुरू	Ву

					करना है	वितरण पूरा कब तक करना है
1	Designation पद : - Email ID ईमेल आईडी : shailesh.nimbale@nic.in Contact संपर्क : 07239-241341-	ALL IN ONE	-	10	15-Feb-2023	16-May-2023
	GSTIN जीएसटीआईएन : 27AAACW1578L1ZW Address पता : WCL Central Stores, Urjagram, Tadali- 442406, CHANDRAPUR, MAHARASHTRA-442406, India	UPS WITH 3 YEARS ONSITE WARRANTY	-	10	15-Feb-2023	16-May-2023
2	Designation पद : - Email ID ईमेल आईडी : bkmajhi@coalindia.in Contact संपर्क : 07173-254042- GSTIN जीएसटीआईएन : 27AAACW1578L1ZW	ALL IN ONE UPS WITH 3 YEARS	-	60	15-Feb-2023	16-May-2023
	Address पता : Regional Stores, WCL Ballarpur Area PO Sasti Distt Chandrapur (M.S) Pin 442 706, Chandrapur, MAHARASHTRA-442706, India	ONSITE WARRANTY				·
3	Designation पद : - Email ID ईमेल आईडी : hb.prakash@coalindia.in Contact संपर्क : 07175-285086- GSTIN जीएसटीआईएन : 27AAACW1578L1ZW Address पत्ता : Regional Stores, WCL New Majri, P.O. Shivaji Nagar Distt Chandrapur, CHANDRAPUR, MAHARASHTRA-442503, India	ALL IN ONE UPS WITH 3 YEARS ONSITE WARRANTY	-	52 52	15-Feb-2023	16-May-2023
	Designation पद : - Email ID ईमेल आईडी : ulli.srikanthganesh@nic.in	ALL IN ONE	-	56	15-Feb-2023	16-May-2023
4	Contact संपर्क : GSTIN जीएसटीआईएन : 27AAACW1578L1ZW Address पता : Regional Stores, WCL P.O. GHUGUS COLLIERY Distt Chandrapur, M.S ; Pin 442 505, CHANDRAPUR, MAHARASHTRA-442505, India	UPS WITH 3 YEARS ONSITE WARRANTY	-	56	15-Feb-2023	16-May-2023
	Designation पद : -	ALL IN ONE	-	36	15-Feb-2023	16-May-2023
5	Email ID ईमेल आईडी : abhimanue.katoch@nic.in Contact संपर्क : 90102-08572- GSTIN जीएसटीआईएन : 27AAACW1578L1ZW Address पता : Regional Stores, WCL P.O. Umrer Project Dist. Nagpur M.S. Pin 441204, NAGPUR, MAHARASHTRA-441204, India	UPS WITH 3 YEARS ONSITE WARRANTY	-	36	15-Feb-2023	16-May-2023
	Designation पद : -	ALL IN ONE	-	56	15-Feb-2023	16-May-2023
6	Email ID ईमेल आईडी : akpandey989@westerncoal.gov.in Contact संपर्क : -8989117973- GSTIN जीएसटीआईएन : 23AAACW1578L1Z4 Address पता : Regional Stores, WCL Pench Area P.O CHANDAMETA Distt. Chhindwara, M.P 480447 GSTN: 23AAACW1578L1Z4, CHHINDWARA, MADHYA PRADESH-480447, India	UPS WITH 3 YEARS ONSITE WARRANTY	-	56	15-Feb-2023	16-May-2023
	Designation पद : -	ALL IN ONE	-	64	15-Feb-2023	16-May-2023
7	Email ID ईमेल आईडी : kskattimani@westerncoal.gov.in Contact संपर्क : 7172-265351- GSTIN जीएसटीआईएन : 27AAACW1578L1ZW Address पता : Regional Stores, WCL, Durgapur Opencast, P.O. DURGAPUR Distt Chandrapur, (M.S)Pin 442 403, CHANDRAPUR, MAHARASHTRA-442403, India	UPS WITH 3 YEARS ONSITE WARRANTY	'	64	15-Feb-2023	16-May-2023
	Designation पद : -	ALL IN ONE	-	159	15-Feb-2023	16-May-2023
8	Email ID ईमेल आईडी : sk.verma@coalindia.in Contact संपर्क : 0712-2515299- GSTIN जीएसटीआईएन : 27AAACW1578L1ZW Address पता : WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA-440001, India	UPS WITH 3 YEARS ONSITE WARRANTY	-	159	15-Feb-2023	16-May-2023
	Designation पद : -	ALL IN ONE	-	41	15-Feb-2023	16-May-2023
9	Email ID ईमेल आईडी : maansari022@westerncoal.gov.in Contact संपर्क : 758-7595303- GSTIN जीएसटीआईएन : 23AAACW1578L1Z4 Address पता : Regional Stores,WCL Kanhan Area, P.O Dongaria Distt Chhindwara, M.P. Pin 480551 GSTN: 23AAACW1578L1Z4, CHHINDWARA, MADHYA PRADESH-480551, India	UPS WITH 3 YEARS ONSITE WARRANTY	-	41	15-Feb-2023	16-May-2023
	Designation पद : -	ALL IN ONE	-	52	15-Feb-2023	16-May-2023
10	Email ID ईमेल आईडी : rahul.amane@nic.in Contact संपर्क : 07116-247181- GSTIN जीएसटीआईएन : 27AAACW1578L1ZW Address पता : Regional Stores, WCL PO SILEWARA COLLIERY Dist. Nagpur M.S.; Pin 441 109, NAGPUR, MAHARASHTRA-441109, India	UPS WITH 3 YEARS ONSITE WARRANTY	-	52	15-Feb-2023	16-May-2023
	Designation पद : -	ALL IN ONE	-	48	15-Feb-2023	16-May-2023
11	Email ID ईमेल आईडी : mr.patil3485@nic.in Contact संपर्क : 07239-241341- GSTIN जीएसटीआईएन : 27AAACW1578L1ZW	UPS WITH 3 YEARS				

	Address ঘরা : Regional Stores, WCL Wani North Area Yavatmal (MS)Pin 445 304, YAVATMAL, MAHARASHTRA-445304, India	a , PO UKNI, Tahsil WANI Dist	ONSITE WARRANTY	-	48	15-Feb-2023	16-May-2023	
	Designation पद : - Email ID ईमेल आईडी : m.khobragade@coalindia.in Contact संपर्क : 07146-271433-	=		-	63	15-Feb-2023	16-May-2023	
CONTACT (वर्षक . 07 140-27 1453- GSTIN जीएसटीआईएन : 23AAACW1578L1Z4 Address पता : Regional Stores, Western Coalfields Limited Pathakhera Area P.O.:-Pathakhera Colliery-460449, Distt.:-Betul.(M.P) GSTN: 23AAACW1578L1Z BETUL, MADHYA PRADESH-460449, India			UPS WITH 3 YEARS ONSITE WARRANTY	-	63	15-Feb-2023	16-May-2023	
Proc	duct Specification for ALL IN ONE							
Speci	ification विनिर्देश	Sub-Spec उप-वि	निर्देश			Value मूल्य		
ustor	m Specification	Custom Specificati	on		,	Yes		
	cificationDocument1 er Specification Document खरीदार विशिष्टता व	78.pdf	bf1e404c41ae3a7ce5					
	cificationDocument	mkp.gem.gov.in/o gAttrs/Specificatio	atalog_data/catalog_supp onDocument/2022/9/17/te d2ee4534f9a02487		-		78/703/Catalo	
Proc	duct Specification for UPS WITH 3 YEARS C	ONSITE WARRANTY						
Speci	ification विनिर्देश	Sub-Spec उप-वि	নির্देश			Value मूल्य		
Lustor	m Specification	Custom Specification			,	Yes		
	er Specification Document विक्रेता विशिष्टता द	mkp.gem.gov.in/o	atalog_data/catalog_supp /2022_10_09_09_10_43_bp					
		92f40dd3590cf66l	b53c9.pdf					
Buy	er Specification Document खरीदार विशिष्टता व	दस्तावेज़:						
			atalog_data/catalog_supp					

mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/100431/54/78/703/Catalo
gAttrs/SpecificationDocument/2022/9/16/techspecsups_2022-09-16-11-5222_09e5446f5c8db66c4e45f4a7bb7c
ccef.pdf

Terms and Conditions|नियम और शर्तें

1. General Terms and Conditions-

- 1.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 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) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable
- 2. Buyer Added Bid Specific Terms and Conditions-

2.1 Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity 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.

2.2 Scope of Supply:

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

2.3 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document $\underline{\text{Click here to view the file}}$.

2.4 Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. <u>Click here to view the file</u>

2.5 Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

2.6 Generic

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

2.7 Generic

IT equipment shall be IPv6 ready from day one.

2.8 Generic

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

- (a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-
 - (i) Inhibit the desires and designed function of the equipment.
 - (ii) Cause physical damage to the user or equipment during the exploitation.
 - (iii) Tap information resident or transient in the equipment/network.
- (b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

2.9 Generic

Non return of Hard Disk: As per Buyer organization's Security Policy, Faulty Hard Disk of Servers/Desktop Computers/ Laptops etc. will not be returned back to the OEM/supplier against warranty replacement.

2 10 Generic

- 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

2.11 Generic.

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.

2.12 Generic.

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller. if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

2.13 OEM.

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

2.14 Service & Support

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.

2.15 Service & Support:

Dedicated /toll Free Telephone No. for Service Support: BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

2.16 Service & Support:

 $\textbf{Escalation Matrix For Service Support: Bidder/OEM must provide } \ \textbf{Escalation Matrix of Telephone Numbers for Service Support.}$

2.17 Certificates:

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

2.18 Certificates.

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

2.19 Warranty:

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

2.20 Warranty:

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-imberse the cost of such service / rectification to the Buyer.

2.21 Forms of EMD and PBG:

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.

2.22 Forms of EMD and PBG:

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name WESTERN COALFIELDS LIMITED Account No. 10205966091 IFSC Code SBIN0009060 Bank Name STATE BANK OF INDIA Branch address COAL ESTATE BRANCH CIVIL LINES, NAGPUR 440001..

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.

2.23 Forms of EMD and PBG:

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.

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

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।