

## Contract



21100816722091 DT.06-Oct-2022

**Contract No:** GEMC-511687716868149

**Generated Date:** 06-Oct-2022

**Bid/RA/PBP No.:** [GEM/2022/B/2127553](#)

Organisation Details	Buyer Details
Type: Central PSU	Designation: Manager
Ministry: Ministry of Coal	Contact No.: 0712-2511381-
Department: Materials Management	Email ID: alokkumar@westerncoal.gov.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: GM MM Purchase	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:	8572190000925442
Company Name:	SMART MONITORING INNOVATIONS PRIVATE LIMITED
Contact No.:	09953476389
Email ID:	vasu@smiplindia.com
Address:	17/263, GALI NO 11,THAN SINGH NAGAR,ANAND PARBAT, DELHI, DELHI-110005, -
MSME verified:	Yes
MSME Registration number:	UDYAM-DL-01-0011670
MSE Social Category:	General
MSE Gender:	Female
GSTIN:	07AANCS7062A2ZC

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

Product Details						
#	Item Description	Ordered Quantity	Unit	Unit Price (INR)	Tax Bifurcation (INR)	Price (Inclusive of all Duties and Taxes in INR)
1	<b>Product Name :</b> 24 port Layer 2 Managed switches <b>Brand :</b> As Per Specification <b>Brand Type :</b> Unbranded <b>Catalogue Status :</b> Catalogue not verified by OEM <b>Selling As :</b> Reseller not verified by OEM <b>Category Name &amp; Quadrant :</b> BOQ (Q3) <b>Model:</b> As Per Specification <b>HSN Code:</b> 8517	2	Set	390,000	NA	780,000
2	<b>Product Name :</b> CAMC charges for the equipment for the 4th year after the warranty period <b>Brand :</b> As Per Specification <b>Brand Type :</b> Unbranded <b>Catalogue Status :</b> Catalogue not verified by OEM <b>Selling As :</b> Reseller not verified by OEM <b>Category Name &amp; Quadrant :</b> BOQ (Q3) <b>Model:</b> As Per Specification <b>HSN Code:</b> 9987	1	Lot	643,100	NA	643,100
3	<b>Product Name :</b> Video Wall Display , 55-inch <b>Brand :</b> As Per Specification <b>Brand Type :</b> Unbranded <b>Catalogue Status :</b> Catalogue not verified by OEM <b>Selling As :</b> Reseller not verified by OEM <b>Category Name &amp; Quadrant :</b> BOQ (Q3) <b>Model:</b> As Per Specification <b>HSN Code:</b> 8528	6	Set	549,500	NA	3,297,000
	<b>Product Name :</b> Installation and Commissioning <b>Brand :</b> As Per Specification <b>Brand Type :</b> Unbranded <b>Catalogue Status :</b> Catalogue not verified by OEM					

4	<b>Selling As</b> : Reseller not verified by OEM <b>Category Name &amp; Quadrant</b> : BOQ (Q3) <b>Model</b> : As Per Specification <b>HSN Code</b> : 9954	1	Set	1,850,000	NA	1,850,000
5	<b>Product Name</b> : 10 KVA ON-Line UPS <b>Brand</b> : As Per Specification <b>Brand Type</b> : Unbranded <b>Catalogue Status</b> : Catalogue not verified by OEM <b>Selling As</b> : Reseller not verified by OEM <b>Category Name &amp; Quadrant</b> : BOQ (Q3) <b>Model</b> : As Per Specification <b>HSN Code</b> : 8504	1	Set	295,000	NA	295,000
6	<b>Product Name</b> : CAMC charges for the equipment for the 5th year after the warranty period <b>Brand</b> : As Per Specification <b>Brand Type</b> : Unbranded <b>Catalogue Status</b> : Catalogue not verified by OEM <b>Selling As</b> : Reseller not verified by OEM <b>Category Name &amp; Quadrant</b> : BOQ (Q3) <b>Model</b> : As Per Specification <b>HSN Code</b> : 9987	1	Lot	643,100	NA	643,100
7	<b>Product Name</b> : High End Centralized Server <b>Brand</b> : As Per Specification <b>Brand Type</b> : Unbranded <b>Catalogue Status</b> : Catalogue not verified by OEM <b>Selling As</b> : Reseller not verified by OEM <b>Category Name &amp; Quadrant</b> : BOQ (Q3) <b>Model</b> : As Per Specification <b>HSN Code</b> : 8471	2	Set	879,000	NA	1,758,000
8	<b>Product Name</b> : Technical Manpower support at Control Room <b>Brand</b> : As Per Specification <b>Brand Type</b> : Unbranded <b>Catalogue Status</b> : Catalogue not verified by OEM <b>Selling As</b> : Reseller not verified by OEM <b>Category Name &amp; Quadrant</b> : BOQ (Q3) <b>Model</b> : As Per Specification <b>HSN Code</b> : 9985	3	Persons	495,600	NA	1,486,800
9	<b>Product Name</b> : 42 U server Rack <b>Brand</b> : As Per Specification <b>Brand Type</b> : Unbranded <b>Catalogue Status</b> : Catalogue not verified by OEM <b>Selling As</b> : Reseller not verified by OEM <b>Category Name &amp; Quadrant</b> : BOQ (Q3) <b>Model</b> : As Per Specification <b>HSN Code</b> : 8473	1	Set	85,000	NA	85,000
10	<b>Product Name</b> : Video Management Software with Video Analytics , Event Recording and seamless integration to each camera including licences <b>Brand</b> : As Per Specification <b>Brand Type</b> : Unbranded <b>Catalogue Status</b> : Catalogue not verified by OEM <b>Selling As</b> : Reseller not verified by OEM <b>Category Name &amp; Quadrant</b> : BOQ (Q3) <b>Model</b> : As Per Specification <b>HSN Code</b> : 8521	1	Set	4,425,000	NA	4,425,000
11	<b>Product Name</b> : CAMC charges for the equipment for the 1st year after the warranty period <b>Brand</b> : As Per Specification <b>Brand Type</b> : Unbranded <b>Catalogue Status</b> : Catalogue not verified by OEM <b>Selling As</b> : Reseller not verified by OEM <b>Category Name &amp; Quadrant</b> : BOQ (Q3) <b>Model</b> : As Per Specification <b>HSN Code</b> : 9987	1	Lot	643,100	NA	643,100
12	<b>Product Name</b> : NAS-74 TB <b>Brand</b> : As Per Specification <b>Brand Type</b> : Unbranded <b>Catalogue Status</b> : Catalogue not verified by OEM <b>Selling As</b> : Reseller not verified by OEM <b>Category Name &amp; Quadrant</b> : BOQ (Q3) <b>Model</b> : As Per Specification <b>HSN Code</b> : 8471	1	Set	745,000	NA	745,000
	<b>Product Name</b> : UTM, Firewall <b>Brand</b> : As Per Specification <b>Brand Type</b> : Unbranded <b>Catalogue Status</b> : Catalogue not verified by OEM					

13	<b>Selling As</b> : Reseller not verified by OEM <b>Category Name &amp; Quadrant</b> : BOQ (Q3) <b>Model</b> : As Per Specification <b>HSN Code</b> : 8517	1	Set	910,000	NA	910,000
14	<b>Product Name</b> : CAMC charges for the equipment for the 2nd year after the warranty period <b>Brand</b> : As Per Specification <b>Brand Type</b> : Unbranded <b>Catalogue Status</b> : Catalogue not verified by OEM <b>Selling As</b> : Reseller not verified by OEM <b>Category Name &amp; Quadrant</b> : BOQ (Q3) <b>Model</b> : As Per Specification <b>HSN Code</b> : 9987	1	Lot	643,100	NA	643,100
15	<b>Product Name</b> : Air Conditioner , 2 Ton, 5 Star <b>Brand</b> : As Per Specification <b>Brand Type</b> : Unbranded <b>Catalogue Status</b> : Catalogue not verified by OEM <b>Selling As</b> : Reseller not verified by OEM <b>Category Name &amp; Quadrant</b> : BOQ (Q3) <b>Model</b> : As Per Specification <b>HSN Code</b> : 8415	2	Set	49,500	NA	99,000
16	<b>Product Name</b> : Work Stations <b>Brand</b> : As Per Specification <b>Brand Type</b> : Unbranded <b>Catalogue Status</b> : Catalogue not verified by OEM <b>Selling As</b> : Reseller not verified by OEM <b>Category Name &amp; Quadrant</b> : BOQ (Q3) <b>Model</b> : As Per Specification <b>HSN Code</b> : 8471	3	Set	295,000	NA	885,000
17	<b>Product Name</b> : CAMC charges for the equipment for the 3rd year after the warranty period <b>Brand</b> : As Per Specification <b>Brand Type</b> : Unbranded <b>Catalogue Status</b> : Catalogue not verified by OEM <b>Selling As</b> : Reseller not verified by OEM <b>Category Name &amp; Quadrant</b> : BOQ (Q3) <b>Model</b> : As Per Specification <b>HSN Code</b> : 9987	1	Lot	643,100	NA	643,100
18	<b>Product Name</b> : Furniture Set <b>Brand</b> : As Per Specification <b>Brand Type</b> : Unbranded <b>Catalogue Status</b> : Catalogue not verified by OEM <b>Selling As</b> : Reseller not verified by OEM <b>Category Name &amp; Quadrant</b> : BOQ (Q3) <b>Model</b> : As Per Specification <b>HSN Code</b> : 9403	1	Set	525,000	NA	525,000

Total Order Value (in INR)	<b>20,356,300</b>
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### Consignee Detail

S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
	Designation: - Email ID:	Video Wall Display , 55-inch	-	6	06-Oct-2022	05-Dec-2022
		High End Centralized Server	-	2	06-Oct-2022	05-Dec-2022
		Video Management Software with Video Analytics , Event Recording and seamless integration to each camera including licences	-	1	06-Oct-2022	05-Dec-2022
		UTM, Firewall	-	1	06-Oct-2022	05-Dec-2022
		Work Stations	-	3	06-Oct-2022	05-Dec-2022
		24 port Layer 2 Managed switches	-	2	06-Oct-2022	05-Dec-2022
		10 KVA ON-Line UPS	-	1	06-Oct-2022	05-Dec-2022
		42 U server Rack	-	1	06-Oct-2022	05-Dec-2022

1	npurshottam@westerncoal.gov.in Contact: 0712-2510825- GSTIN: 27AAACW1578L1ZW Address: WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA- 440001, India	NAS-74 TB	-	1	06-Oct-2022	05-Dec-2022
		Air Conditioner , 2 Ton, 5 Star	-	2	06-Oct-2022	05-Dec-2022
		Furniture Set	-	1	06-Oct-2022	05-Dec-2022
		Installation and Commissioning	-	1	06-Oct-2022	05-Dec-2022
		Technical Manpower support at Control Room	-	3	06-Oct-2022	05-Dec-2022
		CAMC charges for the equipment for the 1st year after the warranty period	-	1	06-Oct-2022	05-Dec-2022
		CAMC charges for the equipment for the 2nd year after the warranty period	-	1	06-Oct-2022	05-Dec-2022
		CAMC charges for the equipment for the 3rd year after the warranty period	-	1	06-Oct-2022	05-Dec-2022
		CAMC charges for the equipment for the 4th year after the warranty period	-	1	06-Oct-2022	05-Dec-2022
		CAMC charges for the equipment for the 5th year after the warranty period	-	1	06-Oct-2022	05-Dec-2022

### Specification 1

[Specification Document](#)

[Buyer BOQ Document](#)

[Compliance of BOQ Specification And Supporting Document](#)

**Note:** Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

### Specification 2

[Specification Document](#)

[Buyer BOQ Document](#)

[Compliance of BOQ Specification And Supporting Document](#)

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### Specification 3

[Specification Document](#)

[Buyer BOQ Document](#)

[Compliance of BOQ Specification And Supporting Document](#)

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**Specification 4**[Specification Document](#)[Buyer BOQ Document](#)[Compliance of BOQ Specification And Supporting Document](#)

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**Specification 5**[Specification Document](#)[Buyer BOQ Document](#)[Compliance of BOQ Specification And Supporting Document](#)

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**Specification 6**[Specification Document](#)[Buyer BOQ Document](#)[Compliance of BOQ Specification And Supporting Document](#)

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**Specification 7**[Specification Document](#)[Buyer BOQ Document](#)[Compliance of BOQ Specification And Supporting Document](#)

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**Specification 8**[Specification Document](#)[Buyer BOQ Document](#)[Compliance of BOQ Specification And Supporting Document](#)

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**Specification 9**

[Specification Document](#)

[Buyer BOQ Document](#)

[Compliance of BOQ Specification And Supporting Document](#)

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**Specification 10**

[Specification Document](#)

[Buyer BOQ Document](#)

[Compliance of BOQ Specification And Supporting Document](#)

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**Specification 11**

[Specification Document](#)

[Buyer BOQ Document](#)

[Compliance of BOQ Specification And Supporting Document](#)

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**Specification 12**

[Specification Document](#)

[Buyer BOQ Document](#)

[Compliance of BOQ Specification And Supporting Document](#)

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**Specification 13**

[Specification Document](#)

[Buyer BOQ Document](#)

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**Specification 14**

[Specification Document](#)

[Buyer BOQ Document](#)

[Compliance of BOQ Specification And Supporting Document](#)

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**Specification 15**

[Specification Document](#)

[Buyer BOQ Document](#)

[Compliance of BOQ Specification And Supporting Document](#)

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**Specification 16**

[Specification Document](#)

[Buyer BOQ Document](#)

[Compliance of BOQ Specification And Supporting Document](#)

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**Specification 17**

[Specification Document](#)

[Buyer BOQ Document](#)

[Compliance of BOQ Specification And Supporting Document](#)

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**Specification 18**

[Specification Document](#)

[Buyer BOQ Document](#)

[Compliance of BOQ Specification And Supporting Document](#)

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**Corrigendum**

1. **Extended Upto** : 2022-05-12 12:00:00

**Terms and Conditions**

**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:**

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. [Click here to view the file](#)

**2.2 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.

**2.3 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.

**2.4 Generic:**

IT equipment shall be IPv6 ready from day one.

**2.5 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.

**2.6 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.

**2.7 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.

**2.8 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.

**2.9 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.

**2.10 Scope of Supply:**

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

**2.11 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.

**2.12 Service & Support:**

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

**2.13 Service & Support:**

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

**2.14 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.

**2.15 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.

**2.16 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.

**2.17 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 5 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.

**2.18 Warranty:**

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

**2.19 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.

**2.20 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.

**2.21 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.**