

# Contract

Contract No: GEMC-511687790549902 Generated Date:18-Mar-2020 Bid/RA/PR No: GEM/2020/B/530762

	<b>BIQ/RA/PR NO:</b> GEIVI/2020/B/530762									
Organisation Details			Buyer [	Buyer Details						
Type:Central PSUMinistry:Ministry of CDepartment:Materials MaOrganisation Name:Central Coal				Name:	Sanjay Singh on: Senior Manag o.: - s.singh7529@ N Regional Sto	ger SO MM			yal Area,	
F.										
	FD Co Desigi	ncial Approval Detail oncurrence : No nation of Administrative Appr nation of Financial Approval	roval : Gene	eral Manager, Barka-Sayal Area lanager, Barka-Sayal Area						
	Comp Conta Email Addre ASME ASE S ASE C			EEKAKSHARA PROJECTS 09234600666 baytradingbay@gmail.com B-33,SECTOR 4,SECTOR 4 Bokaro, JHARKHAND-8270 Yes General Male	4,BOKARO, 04, -		HSN	Ordered		Price
#	Ite	m Description			Category Name	Model	HSN Code	Ordered Quantity	I Init	(Inclusive of all Duties and Taxes in INR)
1		randed Executive Computer Table LXDXH 1065 millimeter 610 meter 760 millimeter MDF board of grade SBG II of IS 12406/Latest Executive Table ULF-CT-11720 HSN not specified by seller 12				12	pieces	73,644		
Total Order Value (in INR)										73,644
										<u> </u>
(	Con	signee Detail								
s	.No	Consignee		ltem					Quant	Expected ity Delivery Date
1		Sanjay Singh - Landline s.singh7529@nic.in Regional Store Saunda, Po Saunda, Barka Sayal Area, RAMGARH, JHARKHAND- India		Unbranded Executive Computer Table LXDXH 1065 millimeter 610 millimeter 760 millimeter MDF board of grade SBG II of IS 12406/Latest				12	02-May-2020	
Product Specification for Unbranded Executive Computer Table LXDXH 1065 millimeter 610 millimeter 760 millimeter MDF board of grade SBG II of IS 12406/Latest										

Specification	Sub-Spec	Value		
	Type of Computer Table	Computer table with key board drawer and table top		
	Mode of Supply	Assembled Ready To Use		
GENERIC	Construction of Computer/Printer Table	Gable end and modesty panel		

	Frame type	Free standing		
	Table top long sides	Edge banded with PVC tape of 2 mm thick with help of hot melt glue		
	Table top plain sides	Edge to be banded with PVC tape of 2mm thick with the help of hot melt glue		
MISC	Gable end modesty panel plain sides	Edge to be banded with PVC tape of 2mm thick with the help of hot melt glue		
	Number of buffers provided	4-Nos. at bottom		
	Wheels provided	NO		
FINISHING AND PACKING	Packing	Corrogeted Paper Packing		
	Colour of Top	As per Buyer's Choice		
MATERIAL	Material of table top,keyboard and drawer	MDF board of grade SBG II of IS 12406/Latest		
	Bottom side of top	should have balancing sheet of requisite thickness of same colour as top laminate		
	Gable end and Modesty panel material	Flat single layer prelaminated MDF board conforming to having designation PLMDF-23 of IS 14587/Latest		
	Leg Material	NO LEGS		
	Table top thickness ±2mm	19		
	Thickness of gable end and modesty panel ±2mm	9		
	Dimension of leg(mmXmm) ±5mm	No legs		
	Length of table in mm (±15 mm)	1065		
DIMENSION	Depth of table in mm (±10mm)	610		
	Height of table in mm (±10mm)	760		
	Width of outside drawer on top right side of the table with ball bearing (±5mm)	300		
	Depth of outside drawer±5mm	430		
	Height of outside drawer±5mm	200		
	Type of keyboard tray	MDF board keyboard tray		
KEYBOARD TRAY	Material of keyboard tray and Right angle L-type supporting bracket	Flat single layer MDF board of grade SBG II of IS 12406/Latest		
	Keyboard adjustablity	underdesk keyboard arm		
	fixing of supporting bracket	With telescopic		
	Length of telescopic channel ±I0mm	250mm		
	Average weight of telescopic channel ±50Gms	300Gms per set		
	Keyboard front width±10mm	700mm		
	Keyboard depth±10mm	400mm		
	Keyboard height±10mm	100mm		
	Finish of exposed edges of keyboard tray	To be banded with 0.5-1.0mm thick PVC tape with the help of hot melt glue		
	Material thickness of keyboard tray ±1mm	19mm		
	Material of footrest	No footrest		
	Length of footrest ±10mm	N.A		
	Depth of footrest ±10mm	N.A		
FOOTREST	Height of footrest ±10mm	N.A		
	Finish of exposed edges	N.A		
	Material thickness of footrest ±2mm	No footrest		

WARRANTY	Warrantee period in number of years	1
	Test reports to be furnished to buyer on demand	YES
	Product having BIFMA certification	YES
CERTIFICATION	OEM of offered product is ISO 9001:2015 certified	YES
	OEM of offered product is ISO 14001:2015 certified	NO
	OEM of offered product is ISO 18001:2007 certified	NO

### **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 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 Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 1 year before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

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

2.3 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.

2.4 Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a local supplier, should be as per relevant notification / order issued by the nodal ministry as available on the website of

Department of Promotion of Industries and Internal Trade (DPIIT). All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 29.5.2019. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

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

2.6 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 7 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.

2.7 Preference to Make In India products: Preference shall be given to local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a local supplier, should be as per relevant notification / order issued by the nodal ministry as available on the website of Department of Promotion of Industries and Internal Trade (DPIIT). If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 29.5.2019.

2.8 The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:

(i) Single order of at least 35% of estimated bid value; or

(ii) Two orders of at least 20% each of estimated bid value; or

(iii) Three orders of at least 15% each of estimated bid value.

Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion

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