

**Contract**

Contract No: GEMC-51 1687738004319

Generated Date: 26-Mar-2021

Bid/RA/PR No:GEM/2020/B/843096

11100819020265 Dt. 31/03/21

Organisation Details		Buyer Details	
Type:	Central PSU	Designation:	Assistant Mgr MM
Ministry:	Ministry of Coal	Contact No.:	0712-2511381-5859
Department:	Materials Management	Email ID:	satish.alugolu@nic.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:	DT (P&P)	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:	5DE918000095756
Company Name:	ADDSOFT TECHNOLOGIES PRIVATE LIMITED
Contact No.:	09437966028
Email ID:	ashish.mohapatra@addsofttech.in
Address:	MARKAND NIWAS,ADDSOFT TECHNOLOGIES PRIVATE LIMITED ARUNODAYA NAGARPS SARKAR LANE 753012 CUTTACK India #,ARUNODAYA NAGAR, CUTTAK ZONE, ODISHA-753012, -
MSME verified:	Yes
MSE Social Category:	General
MSE Gender:	Male
GSTIN:	21AAFCA4430N1ZW , 21AAFCA4430N1ZW

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

Product Details							
#	Item Description	Category Name	Model	HSN Code	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
1	Product Name : computer kiosk Brand : ADDSOFT Brand Type : Registered Brand Catalogue Status : OEM verified catalogue Selling As : OEM	computer kiosk	ADDSOFT & AT-INF	HSN not specified by seller	11	pieces	704,000
Total Order Value (in INR)							704,000

Consignee Detail							
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By	
1	Designation: - Email ID: ss.mangare@nic.in Contact: 07175-285019- GSTIN: 27AAACW1578L1ZW Address: Regional Stores, WCL New Majri, P.O. Shivaji Nagar Distt Chandrapur, CHANDRAPUR, MAHARASHTRA-442503, India	computer kiosk	-	2	26-Mar-2021	07-May-2021	
	Designation: -						

2	Email ID: asaari.mahender@nic.in Contact: -9618810882- GSTIN: - Address: Regional Stores, WCL P.O. GHUGUS COLLIERY Distt Chandrapur, M.S ; Pin 442 505, CHANDRAPUR, MAHARASHTRA-442505, India	computer kiosk	-	2	26-Mar-2021	07-May-2021
3	Designation: - Email ID: ulli.srikanthganesh@nic.in Contact: - GSTIN: - Address: Regional Stores, WCL, Durgapur Opencast, P.O. DURGAPUR Distt Chandrapur, (M.S)Pin 442 403, CHANDRAPUR, MAHARASHTRA-442403, India	computer kiosk	-	2	26-Mar-2021	07-May-2021
4	Designation: - Email ID: kskattimani@westerncoal.gov.in Contact: - GSTIN: 23AAACW1578L1Z4 Address: Regional Stores, Western Coalfields Limited Pathakhera Area P.O.:Pathakhera Colliery-460449, Distt.:Betul.(M.P) GSTN: 23AAACW1578L1Z4, BETUL, MADHYA PRADESH-460449, India	computer kiosk	-	1	26-Mar-2021	07-May-2021
5	Designation: - Email ID: akpandey989.wcl@nic.in Contact: -6260565123- GSTIN: 23AAACW1578L1Z4 Address: Regional Stores, WCL Pench Area P.O CHANDAMETA Distt. Chhindwara, M.P 480447 GSTN: 23AAACW1578L1Z4, CHHINDWARA, MADHYA PRADESH-480447, India	computer kiosk	-	2	26-Mar-2021	07-May-2021
6	Designation: - Email ID: rahul.amane@nic.in Contact: 07116-247181- GSTIN: 27AAACW1578L1ZW Address: Regional Stores, WCL PO SILEWARA COLLIERY Dist. Nagpur M.S.; Pin 441 109, NAGPUR, MAHARASHTRA-441109, India	computer kiosk	-	2	26-Mar-2021	07-May-2021

Product Specification for computer kiosk

Specification	Sub-Spec	Value
Generic	Type Of Information Kiosk	Processor Based
	Type Of Enclosure	Mild Steel
	Thickness of Enclosure (mm)	1.6
	Chassis	Screwless
	Mounting	Floor mount
Configuration	Processor Make	Intel
	Processor Configuration	Dual Core or higher
	Processor Speed (GHz)	3.1
	Operating System (Pre-loaded)	Window 10
	Memory (GB)	4
	Storage/HDD (GB)	999
Display	Display Size (inches)	21
	Display Type	Color LED touch Screen
	Touch Type	Capacitive
	Antiglare & Overlay Tempered vandal resistant glass thickness (mm)	3
	Screen Resolution (pixels)	1920 x 1080
	Brightness (Nits)	300

Ports	USB Port 2,0	3
	USB 3 or Higher	1
	VGA Port	Yes
	LAN Port	Yes
	Audio In and Out	Yes
Options	Standard Keyboard with USB Interface	Available
	Thermal Printer with 80 mm paper width and with Auto Cutter	Included
Certification	BIS Registration under CRS of Meity for Data Processing Unit	Yes
	BIS Registration Number for Data Processing Unit	na
	BIS Registration for Thermal Printer	Yes
	BIS Registration Number for Thermal Printer	na
	Safety Certification (For CPU and Display)	FCC
Miscellaneous	Speakers	Yes
	Weight (Kg)	45
	Optical Disk Drive	External
	Overall Dimensions (cm x cm x cm)	150X60X60
	Maximum Power Consumption(In Watt)	150
	Operating Temperature Range(In Degree C)	42
	Operating Humidity(In %)	90
	On Site OEM Warranty (Year)	5

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 ID/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.

1.2.1 Contracted goods should be delivered at the consignee or designated delivery location as per the working time of the buying organisation. Seller may get the same confirmed from consignee before scheduling delivery.

1.2.2 A copy of the contract should be available with the messenger / dispatching agency that delivers the Goods at consignee / delivery location (preferably pasted / attached outside the consignment / package) for easy reference and ease in delivery acceptance.

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 To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid): Thermal printer with 80 mm paper width and with auto cutter should be included.

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

2.3 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.

2.4 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 Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

2.7 Preference to Make In India products (For bids less than 200 Crore): Preference shall be given to Class 1 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 Class 1 local supplier is denoted in the bid document 50%. 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 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2.8 Indian suppliers of this item are not allowed to participate and/ or compete in procurement by some foreign governments. Bidders / products from such countries are not eligible / not allowed to participate in this bid in terms of clause 1 (d) of Public Procurement (Preference to Make in India) Order, 2017

2.9 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.

2.10 Warranty period of the supplied products shall be 5 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

2.11

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 desired 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.

2.12 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.

2.13 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.

2.14 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.

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

2.16 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.

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