

21000820820253 Dt. 22/03/21



## Contract

Contract No: GEMC-511 687732480618

Generated Date:15-Mar-2021

Bid/RA/PR No:GEM/2020/B/841987

<b>Organisation Details</b>				<b>Buyer Details</b>			
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		
<b>Financial Approval Detail</b>				<b>Paying Authority Details</b>			
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		
<b>Seller Details</b>							
GeM Seller ID:	1574180000098519						
Company Name:	DEV INFORMATION TECHNOLOGY LIMITED						
Contact No.:	09638822110						
Email ID:	bhavin.patel@devitpl.com						
Address:	14,AARYANS CORPORATE PARK,NR.SHILAJ CROSSING,THALTEJ, AHMEDABAD, GUJARAT-380059, -						
MSME verified:	Yes						
MSE Social Category:	General						
MSE Gender:	Male						
GSTIN:	24AAACD5427B1ZA						
*GST / Tax invoice to be raised in the name of - Consignee							
<b>Product Details</b>							
#	Item Description	Category Name	Model	HSN Code	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
1	<b>Product Name :</b> Operating System Software (Version 2.0) <b>Brand :</b> Microsoft <b>Brand Type :</b> Registered Brand <b>Catalogue Status :</b> OEM verified catalogue <b>Selling As :</b> OEM verified Reseller	Operating System Software (Version 2.0)	WinSvrSTDCore 2019 OLP 2Lic NL Gov CoreLic	HSN not specified by seller	48	pieces	450,672
Total Order Value (in INR)							450,672
<b>Consignee Detail</b>							
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By	
1	Designation: - Email ID: ss.mangare@nic.in Contact: 071 75-285019- GSTIN: 27AAACW1578L1ZW Address: Regional Stores, WCL New Majri, P.O. Shivaji Nagar Distt Chandrapur, CHANDRAPUR, MAHARASHTRA-442503, India	Operating System Software (Version 2.0)	-	8	15-Mar-2021	26-Apr-2021	

2	Designation: - 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	Operating System Software (Version 2.0)	-	8	15-Mar-2021	26-Apr-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	Operating System Software (Version 2.0)	-	8	15-Mar-2021	26-Apr-2021
4	Designation: - Email ID: akpandey989@westerncoal.gov.in Contact: -8989117973- GSTIN: 23AAACW1578L1Z4 Address: Regional Stores, WCL Pench Area P.O CHANDAMETA Distt. Chhindwara, M.P 480447 GSTN: 23AAACW1578L1Z4, CHHINDWARA, MADHYA PRADESH-480447, India	Operating System Software (Version 2.0)	-	8	15-Mar-2021	26-Apr-2021
5	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	Operating System Software (Version 2.0)	-	8	15-Mar-2021	26-Apr-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	Operating System Software (Version 2.0)	-	8	15-Mar-2021	26-Apr-2021

### Product Specification for Operating System Software (Version 2.0)

Specification	Sub-Spec	Value
Basic Information	Software Domain/ Type	Proprietary item
	Deployment/Installation of Operating System on	Server (Network) Operating System
	Name of Software	Win svr Standard
	Name of the OEM	Microsoft
	OEM Model / Part No	9EM-00671
	Brief Product Description	2019 Version
SCOPE OF LICENCE	Types of Licence	Perpetual
	" Duration of Subscription (in Years) "	NA
	Licensing option	Per 2 Core
	Types of edition of offered product	Standard
	Number of Sockets supported by the offered product	NA
	Number of devices supported by scope of licence	Limited
	Indicate Number of devices supported by the offered in case of limited support	Per 2 Core
	Scope of Installation	NA
The offered product have support from OEM for	Unlimited updation for Patches and Bug fixes within support period	



	Number of Years upto which support is available from OEM for Updation (Patches and Bug fixes)	5
	Number of Years upto which support is available from OEM for Upgradation of version	NA
	Training Options	NA
	No of days Training Provided	0
OPERATING SYSTEM SOFTWARE(GOLDEN)	Number of Bits supported by Offerd product	32,64
	Operating System Software Features	Real-time Operating System,High availability extension,Resilient Storage,Support for Containerization
OPERATING SYSTEM SOFTWARE(GENERIC)	Supported File Systems	Disk file systems
	Kernel Type	Micro Kernel
	Types of Packages	Proprietary software systems
	Generic Features	Capability to support Integrated Firewall,Support for Multi-Tasking OS,Encrypted File System
HARDWARE REQUIREMENT AT BUYER END	Minimum Hard Disk Space Required for the offered product	32GB (Min.)
	Minimum RAM Size required for the offered product	512MB-800MB(min)
	CPU configuration required for the offered product	1.4GHz 64bt 4core
GENERIC PARAMETER	Hyper link to Data sheet	www.microsoft.com

#### Corrigendum

1. **Extended Upto** : 2020-11-02 18:00:00
2. **Extended Upto** : 2020-11-07 18:00:00

#### 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.

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

**2.2 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.

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

**2.4** 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.

**2.5** 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

**2.6** 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.

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