

SR NO (27) Contract

Contract No: GEMC-511687793207470

Generated Date: 25-May-2021 **Bid/RA/PR No:**<u>GEM/2021/B/1023179</u>

Organisation Details

Type: Central PSU
Ministry: Ministry of Coal
Department: Materials Management
Organisation Name: Bharat Coking Coal Limited

Office Zone: Bccl Dhanbad

Buyer Details

Designation: deputy manager MM

Contact No.: -

Email ID: sonu.gupta@nic.in
GSTIN: 20AAACB7934MFZB

MM Department, level 3, Commercial Building, Koyla

Address: Bhawan, Koyla Nagar,

DHANBAD, JHARKHAND-826005, India

Financial Approval Detail

 IFD Concurrence:
 Yes

 Designation of Administrative Approval:
 DT P&P

 Designation of Financial Approval:
 DT P&P

Paying Authority Details

Payment Mode: Offline

Designation: HOD Purchase Finance
Email ID: pao5.bccl.jh@gembuyer.in

GSTIN: N

MM Department, level 3, Commercial Building, Koyla

Address: Bhawan, Koyla Nagar,

DHANBAD, JHARKHAND-826005, India

Seller Details

GeM Seller ID: 84BE180000105151

Company Name: SMART PLANET IT SOLUTIONS PRIVATE LIMITED

Contact No.: 09999680880

Email ID: zulfikar.ahmed@smartplanet.co.in

Address: 2nd Floor, Plot No. L-310, Mahipalpur Extension, South West Delhi,

South West delhi, DELHI-110037, -

MSME verified: Yes
MSE Social Category: General
MSE Gender: Male

GSTIN: 21AAQCS7340Q1ZQ , 07AAQCS7340Q1ZG , 19AAQCS7340Q1ZB

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

Product Details (PAC)

	# Item Description	Category Name	Model	HSN Code	Ordered Quantity	IIInit	Price (Inclusive of all Duties and Taxes in INR)
	Product Name: Microsoft Office Suite Software Brand: Microsoft 1 Brand Type: Registered Brand Catalogue Status: OEM verified catalogue Selling As: OEM verified Reseller	Office Suite Software (Version 2.0)	OfficeStd 2019 OLP NL Gov	HSN not specified by seller	123	pieces	3,918,780
Total Order Value (in INR)							3,918,780

Consignee Detail

S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: shadab.ahmad@nic.in Contact: 62876-95258- GSTIN: 20AAACB7934MFZB Address: Office of General Manager, Barora Area (Area-I), BCCL, P.O. Nawagarh, Dhanbad, Pin code-828306., DHANBAD, JHARKHAND-828306, India	Microsoft Office Suite Software	-	20	25-May-2021	09-Jun-2021
2	Designation: - Email ID: anand.kumar@coalindia.in Contact: 0326-2206167-234 GSTIN: 20AAACB7934MFZB Address: Chief Of Medical Services, Central Hospital , PO- Jagjivan Nagar., DHANBAD, JHARKHAND-826003, India	Microsoft Office Suite Software	-	103	25-May-2021	09-Jun-2021

Specification	Sub-Spec	Value	
- -	Product Type	Proprietary Suites	
	Offered Product are	2. Government Edition	
	Name of the OEM	Microsoft	
BASIC INFORMATION	OEM Model / Part No	021-10618	
	Product Id of OEM	021-10618	
	Software Description	Office 2019 Standard	
	Date of Launch of Version	2018	
SCOPE OF LICENCE	"Types of Licence (Hint : Select 'NA' if not applicable)"	1.Perpetual	
	"Duration of Subscription (in Years) (Hint : Select '0' if not applicable)"	0	
	Licencing option	4.Device based	
	Number of CORE /Users /Socket/ Device Supported for Each licence (Hint : - Inline with licence option selected)	1	
	Proprietary Suite	1. Microsoft Office	
	"Open Source Suite (Hint:- Vendor can offer support service to open source suite on subscription basis)"	6. Not Applicable	
	Components of Office Suite covered in the offered product	1. Word Processor,2. Spreadsheet,3. Presentation,4. FILE CONVERSION,5.GRAPHICS	
	Operating Systems Supported by the offered product	1. Windows	
OTTICE SOITE	The offered product have support from OEM for	Updation for Patches and Bug fixes within support period.	
	Number of Years upto which support is available from OEM/Seller for Updation (Patches and Bug fixes) within support period	5	
	Number of Years upto which support is available from OEM/Seller for Upgradation of version within support period	NA	
	No of days Training Provided at Site	0	
Word Processor	Word Processor FEATURES	Word,2.Themes,3. File Annotation,4.Built in Spell Checker/ Grammer & Style,5. Dictionary/ Theasaurus,6. Utilities for manupulating and editing text	
Spreadsheet	Spreadsheet FEATURES	1. Excel,3.Open XML File Format,5.Queries,7.Formula Calculation Function,8.Pivot Table/ Tables	
Presentation	PPT FEATURES	1. Presentation Tool,2.Slide Transitions,3.Themes,4.Power View	
FILE CONVERSION	PDF Editor & Convertor Features	1. Word to PDF,,2. PDF to word,,3. Excel to PDF,	
GRAPHICS	GRAPHICS FEATURES	1. GRAPHIC TOOL,2. Drawings and Diagrams,3.Path editing tool,4. Raster Graphics Editor,5 Vector Graphics Editor	
COLLABORATION TOOL	COLLABORATION TOOL FEATURES	Relationships,5.Exchange Server Support,6.Outlook Social Connector,10.Real time Document Co- Authoring,11.Collaboration over Same Platform Suite	
GENERIC	GENERIC FEATURES 1	Accessibility, 2. Support for many native languages, 4. ActiveX Control, 5. Writing Support, 6. Gradient and pattern tools, 7. Files and Printing, 8. Editing and Formatting, 9. Language Tools, 11. Forms, 12. Reports, 3. 3rd Party Add -ons	
	GENERIC FEATURES 2	16. Templates,18.Equation Editor,19.Version Information,23. Live Preview,24.Research Button,25. Bug report,26. Notetaking software,27. Email client,28. HTML Editor,29. Online Editing	
	Cloud storage support for	4. NA	
	Capacity of cloud storage support(in GB) Hint:- Select'0' if not applicable	0	
SUPPORTED HARDWARE REQUIREMENTS AT	Processor Supported in Bits	32,64	
	Minimum Processor Configuration Required	1.0GHz (min.)	
	Minimum Hard Disk Space Required in GB	3	
	Minimum RAM Size required in GB	2	

GENERIC	Valid Licence copy to be provided	YES
PARAMETERS	Software supplied through	URL Link

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.
- $\textbf{1.10.2} \ \textbf{The funds are available under the proper head in the sanction budget allotment for the concern financial year.}$
- 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

 ${\bf Bidder\ shall\ submit\ the\ following\ documents\ along\ with\ their\ bid\ for\ Vendor\ Code\ Creation:}$

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

2.3

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.
- 2.4 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.
- 2.5 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.

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