

Contract

Contract No: GEMC-511687789699655

Generated Date:12-Jan-2021

Bid/RA/PR No:<u>GEM/2020/B/907496</u>

Organicatic	n Doto!	ile		Buwer Details					
Organisatio Type: Ministry: Department: Organisation Na Office Zone:		Central PSU Ministry of C Materials Ma	coal anagement ng Coal Limited	Buyer Details Designation: Contact No.: Email ID: GSTIN: Address:	- 20A MM Bha	uty manage u.gupta@ni AACB7934 Departmer wan, Koyla ANBAD, JH	c.in MFZB it, level Nagar,		rcial Building, Koyla 5, India
				Device Arethen					
Financial Approval Detail IFD Concurrence: Yes Designation of Administrative Approval: DT P&P Designation of Financial Approval: DT P&P				Paying Author Payment Mode: Designation: Email ID: GSTIN: Address:	Offli HOI pao N MM Bha	Offline HOD Purchase Finance pao5.bccl.jh@gembuyer.in			
Seller Detai									
GeM Seller ID: Company Name Contact No.: Email ID: Address: MSME verified: MSE Social Cat MSE Gender: GSTIN:			8064180000092608 ALLIANCE INFOTECH 09905156421 raju23202@yahoo.co.in 206,HERITAGE COMPLEX,NE/ RANCHI, JHARKHAND-834009 Yes General Male 20AANFA0219Q2ZI						
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Print Technology	Colour
Type of Printing	Colour
Cartridge Technology	Separate Drum and Toner (Mono Component)
Developer Unit	No
Platen/Flatbed Size	A4
Paper Size (Original/Image)	Legal/Legal
RAM size (MB)	2048
Hard Disk Capacity(GB)	0
Minimum Speed per Minute as per ISO/IEC 24734 in A4 Size-Mono	28
Minimum Speed per Minute as per ISO/IEC 24734 in A4 Size-Colour	28
Minimum Speed per Minute as per ISO/IEC 24734 in A3 Size-Mono	0
Minimum Speed per Minute as per ISO/IEC 24734 in A3 Size-Colour	0
Scanning Feature Availability	Yes
Duplexing Feature Availability	Yes
Faxing Feature Availability	Yes
Speed of Fax, If Fax Feature is available	33.6 kbps
Networking Feature Availability	Yes
If yes, Type of Network Interface	Ethernet 10/100/1000
Wi-Fi Availability	Yes
If yes,Wi-Fi Type	Wi fi 802.11 b/g/n
Original Document Feeder Type	SPDF
Feeder Capacity (Number)	50
Number of Main Paper Tray	1
Each Main Paper Tray Capacity (Number)	250
Bypass Facility	Yes
If Yes, Bypass Tray Capacity	50
Yield of the cartridge/Ink Tank/Ink Pack supplied with Machine as per ISO/IEC: 19798/2007(E) for Cyan colour (Number of prints)	1000
Yield of the cartridge/Ink Tank/Ink Pack supplied with Machine as per ISO/IEC: 19798/2007(E) for Yellow colour (Number of prints)	1000
Yield of the cartridge/Ink Tank/Ink Pack supplied with Machine as per ISO/IEC: 19798/2007(E) for Magent colour (Number of prints)	a 1000
Yield of the cartridge/Ink Tank/Ink Pack supplied with Machine as per ISO/IEC: 19752/2004(E) for Black (Number of prints)	1500
Life of Drum in terms of number of Prints in case of Separate Drum and Toner cartridge technology - Cyar (Number of Prints)	48000
Life of Drum in terms of number of Prints in case of Separate Drum and Toner cartridge technology - Yello (Number of Prints)	w 48000
Life of Drum in terms of number of Prints in case of Separate Drum and Toner cartridge technology - Magenta (Number of Prints)	48000
Life of Drum in terms of number of Prints in case of Separate Drum and Toner cartridge technology - Black (Number of Prints)	< 48000
Duty Cycle (No of Prints/month)	50000

Ungrouped

Minimum Operating Temperature (Degree C)	10
Maximum Operating Temperature (Degree C)	32
Minimum Operating Humidity (%RH)	20
Maximum Operating Humidity (%RH)	80
BIS Registration under CRS of Meity	Yes
BIS Registration Number	R-41020249
Other Certifications Available	UL,CE,FCC,RoHS
Dimension (mm x mm x mm)	420*506*500
Weight (Kg)	30.7
On Site OEM Warranty (Year)	3

Corrigendum

1. 1: THE MINIMUM RAM SIZE REQUIREMENT SHALL BE 512 MB. OFFERS WITH RAM SIZE BELOW 512MB SHALL NOT BE CONSIDERED

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

2.2 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.

2.3 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.

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

2.5 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.

2.6 While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

2.7 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.

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