

## Contract

Contract No: GEMC-511687752739206

Generated Date:13-Nov-2020

Bid/RA/PR No:GEM/2020/B/679036

**Organisation Details** 

Type: Central PSU

Ministry: Ministry of Coal

Department: Materials Management

Organisation Name: Bharat Coking Coal Limited

Office Zone: Bccl Dhanbad

**Buyer Details** 

Name: Sonu Gupta
Designation:deputy manager MM

Contact

No.:

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

MM Department, level 3, Commercial Building, Koyla Bhawan,

Address: Koyla Nagar,

DHANBAD, JHARKHAND-826005, India

**Financial Approval Detail** 

 IFD Concurrence:
 Yes

 Designation of Administrative Approval:
 D(T) P&P

 Designation of Financial Approval:
 D(T) P&P

**Paying Authority Details** 

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

GSTIN: N

MM Department, level 3, Commercial Building, Koyla Bhawan,

Address: Koyla Nagar,

DHANBAD, JHARKHAND-826005, India

**Seller Details** 

Company Name: LANDMARK INFONET PRIVATE LIMITED

Contact No.: 09811626300

Email ID: jaic.bhadana@gmail.com

Address: NEAR M3M SECTOR 67,LANDMARK CYBERPARK,NEAR M3M,BADSHAHPUR,

Gurugram, HARYANA-122018, -

MSME verified: Yes

GSTIN: 06AAACL8804E1ZR

## **Product Details**

#	Item Description	Category Name	Model	HSN Code	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
1	Lexmark MB2236ADW Multifunction Machine with 3 year warranty	Multifunction Machines MFM	Lexmark MB2236ADW Multifunction Machine with 3 year warranty	HSN not specified by seller	100	pieces	1,245,000
2	MX421ADE WITH 3 YEARS	Multifunction Machines MFM	MX421ADE WITH 3 YEARS	HSN not specified by seller	25	pieces	799,750
Total Order Value (in INR)						2,044,750	

# **Consignee Detail**

S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
	Name: Rohit Kumar Designation: -	Lexmark MB2236ADW Multifunction Machine with 3 year warranty	-	100	13-Nov-2020	11-Feb-2021
1	Email ID: con1.bccl.jh@gembuyer.in Contact: 62876-95727- GSTIN: 20AAACB7934MFZB					
	Address: Depot Officer, Central Store, Ekra, BCCL, Post Office- BANSJORA, Dhanbad, Jharkhand-828101.,	MX421ADE WITH 3 YEARS	-	25	13-Nov-2020	11-Feb-2021

## Product Specification for Lexmark MB2236ADW Multifunction Machine with 3 year warranty

Specification	Sub-Spec	Value	
<u>opoomounon</u>	Type of Machine	Multifunction Machine	
	Print Technology	Laser	
	Type of Printing	Mono	
	Cartridge Technology	Separate Drum and Toner (Dual Component)	
	Developer Unit	No	
	Platen/Flatbed Size	A4	
	Paper Size (Original/Image)	A4/A4	
	RAM size (MB)	512	
	Hard Disk Capacity(GB)	0	
	Minimum Speed per Minute as per ISO/IEC 24734 in A4 Size-Mono	34	
	Minimum Speed per Minute as per ISO/IEC 24734 in A4 Size-Colour	0	
	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 & Wi Fi Direct	
	Original Document Feeder Type	ADF	
	Feeder Capacity (Number)	50	
	Number of Main Paper Tray	1	
	Each Main Paper Tray Capacity (Number)	250	
Ingrouped	Bypass Facility	Yes	
	If Yes, Bypass Tray Capacity	1	
	Yield of the cartridge/Ink Tank/Ink Pack supplied with Machine as per ISO/IEC: 19798/2007(E) for Cyan colour (Number of prints)	0	
	Yield of the cartridge/Ink Tank/Ink Pack supplied with Machine as per ISO/IEC: 19798/2007(E) for Yellow colour (Number of prints)	0	
	Yield of the cartridge/Ink Tank/Ink Pack supplied with Machine as per ISO/IEC: 19798/2007(E) for Magenta colour (Number of prints)	0	
	Yield of the cartridge/Ink Tank/Ink Pack supplied with Machine as per ISO/IEC: 19752/2004(E) for Black (Number of prints)	700	
	Life of Drum in terms of number of Prints in case of Separate Drum and Toner cartridge technology - Cyan (Number of Prints)	0	
	Life of Drum in terms of number of Prints in case of Separate Drum and Toner cartridge technology - Yellow (Number of Prints)	0	

Life of Drum in terms of number of Prints in case of Separate Drum and Toner cartridge technology - Magenta (Number of Prints)	0
Life of Drum in terms of number of Prints in case of Separate Drum and Toner cartridge technology - Black (Number of Prints)	12000
Duty Cycle (No of Prints/month)	30000
Minimum Operating Temperature (Degree C)	10
Maximum Operating Temperature (Degree C)	32
Minimum Operating Humidity (%RH)	15
Maximum Operating Humidity (%RH)	80
BIS Registration under CRS of Meity	Yes
BIS Registration Number	R-41122971
Other Certifications Available	UL,CE,FCC,RoHS
Dimension (mm x mm x mm)	353X417X361 MM
Weight (Kg)	10
On Site OEM Warranty (Year)	3

# Product Specification for MX421ADE WITH 3 YEARS

Specification	Sub-Spec	Value	
	Type of Machine	Multifunction Machine	
	Print Technology	Laser	
	Type of Printing	Mono	
	Cartridge Technology	Separate Drum and Toner (Mono Component)	
	Developer Unit	No	
	Platen/Flatbed Size	Legal	
	Paper Size (Original/Image)	A4/A4	
	RAM size (MB)	1024	
	Hard Disk Capacity(GB)	0	
	Minimum Speed per Minute as per ISO/IEC 24734 in A4 Size-Mono	40	
	Minimum Speed per Minute as per ISO/IEC 24734 in A4 Size-Colour	0	
	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 & Wi Fi Direct	
	Original Document Feeder Type	DADF/RADF	
	Feeder Capacity (Number)	50	

Ungrouped

Number of Main Paper Tray	1		
Each Main Paper Tray Capacity (Number)	300		
Bypass Facility	Yes		
If Yes, Bypass Tray Capacity	100		
Yield of the cartridge/lnk Tank/lnk Pack supplied with Machine as per ISO/IEC: 19798/2007(E) for Cyan colour (Number of prints)	0		
Yield of the cartridge/lnk Tank/lnk Pack supplied with Machine as per ISO/IEC: 19798/2007(E) for Yellow colour (Number of prints)	0		
Yield of the cartridge/lnk Tank/lnk Pack supplied with Machine as per ISO/IEC: 19798/2007(E) for Magenta colour (Number of prints)	0		
Yield of the cartridge/lnk Tank/lnk Pack supplied with Machine as per ISO/IEC: 19752/2004(E) for Black (Number of prints)	3000		
Life of Drum in terms of number of Prints in case of Separate Drum and Toner cartridge technology - Cyan (Number of Prints)	0		
Life of Drum in terms of number of Prints in case of Separate Drum and Toner cartridge technology - Yellow (Number of Prints)	0		
Life of Drum in terms of number of Prints in case of Separate Drum and Toner cartridge technology - Magenta (Number of Prints)	0		
Life of Drum in terms of number of Prints in case of Separate Drum and Toner cartridge technology - Black (Number of Prints)	60000		
Duty Cycle (No of Prints/month)	100000		
Minimum Operating Temperature (Degree C)	15		
Maximum Operating Temperature (Degree C)	70		
Minimum Operating Humidity (%RH)	10		
Maximum Operating Humidity (%RH)	95		
BIS Registration under CRS of Meity	Yes		
BIS Registration Number	R-41005207		
Other Certifications Available	UL,CE,FCC,RoHS		
Dimension (mm x mm x mm)	320X 310X210 MM		
Weight (Kg)	15		
On Site OEM Warranty (Year)	3		

## **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 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.
- 2.2 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.
- 2.3 Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
- **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 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-imberse the cost of such service / rectification to the Buyer.
- 2.6 Dedicated /toll Free Telephone No. for Service Support: BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

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