

# Contract

**Contract No:** GEMC-511687755963774

**Generated Date:**06-May-2019

**Bid/RA No:**GEM/2018/B/111539

Organisation Details	Buyer Details
Type: Central PSU	Name: Sonu Gupta
Ministry: Ministry of Coal	Designation:deputy manager MM
Department: Materials Management	Contact -
Organisation Name: Bharat Coking Coal Limited	No.:
Office Zone: Bccl Dhanbad	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 Occurence : Yes
Designation of Administrative Approval : Functional Directors BCCL
Designation of Financial Approval : Director technical P&P

Seller Details
Company Name: MINESOURCE INDIA PRIVATE LIMITED
Email ID: gem@minesource.in
Address: 34, C.R.AVENUE, Kolkata, WEST BENGAL-700012, -

Product Details						
#	Item Description	Category Name	Model	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
1	HP LaserJet Pro M203dn Printer 5 Years	Printer	HP LaserJet Pro M203dn Printer	500	-	6,603,000
2	ACER VERITON M200-B350 AMD RYZEN 2400G	Desktops	MAKE - ACER & MODEL - VERITON M200-B350	984	-	48,958,920
3	BPE Make 1 KVA UPS (Model UPS1000V) 5years	Line Intractive UPS with AVR	BPE Make 1 KVA UPS (Model UPS1000V)	984	-	6,085,548
Total Order Value (in INR)						<b>61,647,468</b>

Consignee Detail				
S.No	Consignee	Item	Quantity	Expected Delivery Date
1	Kul Bhushan - Landline-- kul.b0478@nic.in Depot Officer, Central Store, Ekra, BCCL, Post Office- BANSJORA, Dhanbad, Jharkhand-828101., DHANBAD, JHARKHAND-828101, India	HP LaserJet Pro M203dn Printer 5 Years	500	05-Jul-2019
		ACER VERITON M200-B350 AMD RYZEN 2400G	984	05-Jul-2019
		BPE Make 1 KVA UPS (Model UPS1000V) 5years	984	05-Jul-2019

Product Specification for HP LaserJet Pro M203dn Printer 5 Years		
Specification	Sub-Spec	Value
	Printing Technology	Laser
	Cartridge Technology	separate toner and drum
	Type of printing	mono
	Paper Size	A4

Specifications	Print Speed (A4) - Mono (PPM)	28
	Print Speed (A4) - Color (PPM)	0
	Resolution (Dpi)	1200x1200
	Memory (MB)	256
	Hard Disk Capacity (GB)	0
	Processor Speed (Mhz)	800
	Duplexing Feature	yes
	Duplex Print Speed (PPM / IPM)	18
	Network Connectivity	yes
	Network Interface, if available	Ethernet 10/100
	Wireless Connectivity	No
	If Yes, Type of Connectivity	NA
	USB Port	yes
	Paper Tray Capacity	250
	Number of Paper Trays	2
	Yield of Cartridge/Ink Tank/Ink Pack supplied with printer(Per Set)	1000
	Life of Drum in terms of number of Prints in case of Separate Drum and Toner cartridge technology (No of Prints )	23000
	Duty Cycle /month (No of Prints)	30000
	Operating Temperature Range (Degree C)	15-32.5
	Operating Humidity (RH) (In %)	30-70
Dimensions(In mm x mm x mm )	370.5 x 407.4 x223.9	
Weight (In kg)	6.9	
BIS Registration under CRS of Meity	Yes	
BIS Registration no	R-41001821	
On site OEM warranty (Years)	5	

**Product Specification for ACER VERITON M200-B350 AMD RYZEN 2400G**

Specification	Sub-Spec	Value
Processor	Processor Make	AMD
	Processor Generation	8th
	Processor	AMD Ryzen 5 PRO 2400G (3.6 GHz, 4 MB Cache, 8 Core)
Motherboard	Chipset	AMD B SERIES
	Expansion Slots (PCIe x 1) (Number)	1
	Expansion Slots (PCIe x 4) (Number)	0
	Expansion Slots (PCIe x 16) (Number)	1
Graphics	Graphics Type	Integrated
	Graphic Memory	N/A
Operating System	Operating System (Pre-Loaded)	Windows 10 Professional
RAM	Type of RAM	DDR 4
	RAM Size (GB)	8
	RAM Expandability upto (GB)	32
	RAM Speed (MHz)	2400

Storage	Hard Disk (GB)	1000
Cabinet	Cabinet	Tower
	Cabinet Volume (Litres)	13
	Internal Bays	2
	External Bays (Number)	1
	DIMM Slots (Number)	2
Connectivity	Wireless	Wi-Fi 802.11ac + Bluetooth
	Network Connectivity	10/100/1000 on board Integrated Gigabit Port
Ports	USB Port 2.0 (Number)	4
	USB Port 3.0 (Number)	6
	Serial Port	Yes
	Parallel Port	Yes
	VGA	Yes
	HDMI	Yes
	Display Port	No
Monitor	Monitor Size (INCHES)	19.5
	Monitor Resolution (PIXELS)	1440 x 900
	Monitor Certification	TCO 7.0
Power	Power Supply (Watt)	250
	Minimum Power Efficiency(%)	85
Certification	ROHS Compliance	Yes
	BEE / Energy Star for the given Model	Yes
Input Devices	Mouse	Optical
	Keyboard	Standard
Generic	Optical Drive	DVD R/W
	Internal Speaker	Yes
	On Site OEM Warranty (Year)	5

**Product Specification for BPE Make 1 KVA UPS (Model UPS1000V) 5years**

Specification	Sub-Spec	Value
GENERIC	Rating in KVA/ min VAH capacity of battery (KVA/VAH)	1.0/168
	Technology	MOSFET-PWM
	Type of battery	SMF-VRLA confirming to JISC-8702 Pt 1,2 &3
	Rated Output (Volt)	Single phase sinewave 230v AC , 50Hz
	Degree of protection	IP-21
	Inverter Efficiency (%)	> / = 60%
	Warranty for the battery from the date of delivery	3 Years
	Warranty for Line Interactive UPS	5 Years
	Installation and commissioning instructions	Yes
	Type of enclosure	ABS

CONSTRUCTIONAL	AC out put for printer (not through inverter)	No
	Inverter out put socket AC out put for printer (not through inverter)	3 Three pin
FUNCTIONAL	Total harmonic distorsion (%)	< / = 40%
	Input (Volt)	Single phase sinewave(160-280v)
	Switching over time (Mili sec)	Maximum 10 milli seconds
	Overload Time (Minutes)	> / = 10 minutes
	Load power factor	> / = 0.6
	Variation in AVR output in AC mode (%) AVR (Voltage regulation) output voltage in AC Mode	230 Volts +/-9%, 50 +/-3 Hz
	Overload (%)	>/=10%
	Variation in output voltage in battery mode (%) (UPS output voltage in battery mode)	230 Volts +/- 10%
	Variation on output frequency in battery mode (Hz)	</=0.5
PROTECTION	Protection against (over discharge) discharge per 12v battery (Volt)	10.5
	Protection for outside input voltage range: If Input voltage goes outside the range 160 to 280 Volts, the system shall switch over to battery mode	Yes
	Protection against short circuit of UPS	Yes
	Protection for over voltage and over load	Yes
REPORTS AND CERTIFICATIONS	Damp heat Test at 45 degree , RH -95% for 2-cycle as per IS:9000 pt-5/sec-1	Yes
	Dry heat Test at 45 degree for 16 Hrs as per IS:9000 pt-3/sec-5	Yes
	Cold Test as per IS:9000 pt-2/sec-4	Yes
	Availability of the type test report from central Govt./NABL/ILAC Accredited Lab	Yes
	Type Test certificate no. and date	1552, 29-07-2011
	Name Of Lab	ETDC
	Address of Lab	ETDC AMBALA
	As per Meity (Government of India) guidelines UPS shall have valid BIS CRS certifications as applicable	Not applicable presently

## Terms and Conditions

### 1. Special terms and conditions

1.1 As per notification of MEITY circulated vide letter no. F.No.33(1)/2017-IPHW..dated :14/09/2017, the minimum local content should be 45.percent to qualify as local or domestic manufacturer.

1.2 Seller has to ensure that operating system software etc comes preloaded with machine from respective OEM . Any deviation in respect of genuinity and authenticity of OS will attract severe penalty on part of seller as law of the land and contractual provisions. Buyer are also requested to verify the key no of OS etc with server of Microsoft/Linux before accepting machines to avoid complexity at latter stage.

### 2. General terms and conditions

2.1 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

2.2 **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.

2.3 **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.

2.4 **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.

**2.5 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.

**2.6 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).

**2.7 Limitation of Liability:** The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.

**2.8 Resolution of disputes:** The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.

**2.9 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.

#### **2.10 Financial Certificate:**

**2.10.1** The expenditure involved for this purpose has received the Sanction of the competent financial authority.

**2.10.2** The funds are available under the proper head in the sanction budget allotment for the concern financial year.

**2.10.3** I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.

**2.11** 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.

### **3. Additional Terms and conditions**

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

**3.2 Purchase preference will be given to MSME and Startup (Local supplier) :** (if L-1 is not from selected category and 4 / 5 Seller (s) from selected category has/have quoted price within L-1 + Micro and Small Enterprises whose credentials are validated online through Udyog Aadhaar for that product category (Preference to MSME - 15%), Local Supplier as defined in Public Procurement (Preference to Make in India - 20%) Order 2017 and its subsequent Orders / Notifications issued by concerned Nodal Ministry for specific Goods/ Products % of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and award contract for percentage of total value as defined/ decided in relevant policy) Micro and Small Enterprises whose credentials are validated online through Udyog Aadhaar for that product category (Preference to MSME - 15%), Local Supplier as defined in Public Procurement (Preference to Make in India - 20%) Order 2017 and its subsequent Orders / Notifications issued by concerned Nodal Ministry for specific Goods/ Products

**3.3 Scope of supply** (Bid price to include all cost components): Bidder should submit their Bid for all the items. Evaluation will be on the total value of supply (not on item wise value) along with installation and subsequent comprehensive warranty period as per bid document for the respective items

#### **3.4 Allocation:**

The supplied items will be installed in BCCL, HQ, Kolkata and at various locations/Areas/ Units under BCCL command area (within 60 KM radius) across Jharkhand & West Bengal and at the Office of BCCL, Kolkata. Detailed, location-wise distribution list will be provided by the GM(Systems) to the successful bidder

#### **3.5 Comprehensive Warranty Clause**

a) On-site Comprehensive warranty to be done by the successful bidder for the comprehensive warranty period as per bid document for the respective items

b) Comprehensive warranty shall include supply of all spares including battery for UPS, software supply & support for operating system/ patch updates/ security updates etc. The system should be in a condition, secured from all malwares/ viruses for maintaining availability of more than 95%.

c) Scope of installation will include system configuration, OS tuning, Coalnet software loading/ configuring on the PC, loading of security features for protection from, loading/ transferring of other S/W package (if any, like MS-office etc.) & porting of old data from previous desktop.

d) The bidder should have Local office in Dhanbad, Jharkhand with qualified manpower, telephone facilities & sufficient spare stock etc. for providing proper support on receiving B/D call. Details of Authorized Service Centre such as Complete Address, Name of the Contact Person(s) with Phone Numbers to be furnished in the letter head.

e) Breakdown should be rectified within twenty four hours from the receipt of information at the local office of the Supplier.

f) 95% availability (uptime) for each System on monthly basis should be guaranteed. If the machine downtime is expected to continue over to the next 5 working days or more, the defective System/ Components shall be replaced by a suitable System / Components of the same or higher configuration.

g) All spare parts and components, including batteries for UPS, have to be supplied and installed free of cost at site during the period of contract. Only ink ribbons & toner cartridge will be supplied by BCCL.

h) System downtime will be reckoned only during the working hours i.e. between 9.30 and 17.30 hours (8 hours) on working days. Down time beyond these hours on a working day would be excluded. For example, if the down time starts at 12.00 hours on a day and extends upto 11.00 hours the following working day, the down

time would be calculated as below:

First day from 12.00 hours to 5.30 hours =5.30 hours.

Second day from 9.30 hours to 11.00 hours =1.30 hours.

Total down time =7 hours.

i) The availability percentage shall be calculated for each calendar month as per the given formula below.

Availability percentage for each System will be calculated as follows:

ACTUAL Availability Percentage (A)=[ (N - TBD) / (TBD)] x 100

Where,

'N' =(No. of working days in the month x 8)

'TBD' =(Downtime hours during the month for the item)

'A' =(ACTUAL AVAILABILITY PERCENTAGE)

j) Penalty will be imposed on pro rata basis, if the availability falls below 95 %, and will be calculated as below:

Penalty (P)=(95 - 'A') x ('T'),

where

'P' =(Penalty Amount);

'F' =The Item factor; which is

0.85 for 'UPS & Desktop';

0.07 for 'DMP' &

0.08 for 'LJP' .

'T' =(VxF) ÷ (MxQx95) where :

V Total contract price

F Item Factor for the contract

M Period of comprehensive warranty period for the respective bid items( in mth)

Q Supply Qty. of each item

T=(VxF)÷(MxQx95) Composite Factor

95-A Penable Availability

P=(95-A) \* T PENALTY (Amt)

Example : Considering,

25 days in a month,

Downtime/ month as 40 hrs & 75 hrs respectively,

Total Value of contract as Rs. 6,00,00,000/- (Six Cr.)

Period of contract in month ("M"), taken as 60, same for each item,

Factors "Q" & "F" as stated above,

%availability "A" & Penalty amount "P" for one PC/UPS/Printer has been calculated as shown below:

Description	Notation	PC or UPS	DMP	LJP	PC or UPS	DMP	LJP
Working days per month x 8	N	200	200	200	200	200	200
Downtime hours in the month	TBD	40	40	40	75	75	75
Actual Availability	A=%(N-TBD)/N	80	80	80	62.5	62.5	62.5
Total contract price	V	60000000	60000000	60000000	60000000	60000000	60000000
Item Factor for the contract	F	0.85	0.07	0.08	0.85	0.07	0.08
Period of contract ( in mth)	M	60	60	60	60	60	60
Supply Qty. of each item	Q	984	300	500	984	300	500
Composite Factor	T=(VxF)÷(MxQx95)	9.09	2.46	1.68	9.09	2.46	1.68
Penal-able Availability	95-A	15	15	15	32.5	32.5	32.5
PENALTY (Amt)	P=(95-A) * T	136.39	36.84	25.26	295.52	79.82	54.74

k) If the availability be less than 75%, the penalty will be double the amount of the penalty, so calculated.

l) Total penalty amount, so calculated (monthly), will be intimated to the successful bidder in each quarter. The bidder may deposit the same and inform with document to the concerned officer of HQ Systems Department. Otherwise, BCCL should have the right to adjust the total accumulated amount from the "Bank Guarantee Deposit" (PBG) as soon as it will cross the limit of the PBG. If the deductible amount be more than the PBG, the vendor will be liable to deposit the balance amount to the company and resubmit additional 10% PBG. Same process of penalty will continue till completion of the contract (i.e 5 years).

m) Uptime will be for the entire system. i.e. in case, part of the system is out of order such that no useful output can be obtained from the system, the total system shall be considered to be under breakdown. If the machine is not bootable, it will be considered as breakdown. Part of the system, as narrated elsewhere in the contract, includes ups, printer, keyboard, mouse, monitor, hard disk, drives, etc.

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

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