

**Contract****Contract No:** GEMC-511687720881676**Generated Date:**06-May-2019**Bid/RA No:**GEM/2018/B/113182**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 Occurrence : Yes  
 Designation of Administrative Approval : Functional Directors  
 Designation of Financial Approval : Director Technical P&P

**Seller Details**

Company Name: NILGIRI DATA SYSTEMS PRIVATE LIMITED  
 Email ID: nilgiridatasystems@gmail.com  
 Address: WESTON STREET,  
 KOLKATA, WEST BENGAL-700012, -

**Product Details**

#	Item Description	Category Name	Model	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
1	MSP 355 Marathon (2 yrs. )	dot matrix printers	TVS MSP 355 Marathon (2 yrs.)	300	-	3,815,553
Total Order Value (in INR)						<b>3,815,553</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	MSP 355 Marathon (2 yrs. )	300	05-Jul-2019

**Product Specification for MSP 355 Marathon (2 yrs. )**

Specification	Sub-Spec	Value
	Number of Pins (Nos.)	24
	Number of Columns (Nos.)	136
	Print Speed at Draft Mode at 10 cpi (cps)	300
	Print Speed at High Speed Draft Mode at 10 cpi (cps)	400
	Print Speed at NLQ Mode at 10 cpi for 9 pin only (cps)	0
	Print Speed at LQ Mode at 10 cpi for 24 pin only (cps)	83
	Input Data Buffer Capacity (KB)	100
	Auto share feature	Yes

Specification	Parallel Port	Available
	USB	Available
	Network Interface ( LAN )	Not Available
	Over all dimensions (Length x Width x Height) (mm)	379 x 608 x 147
	Weight (Kgs)	7
	Power Supply	230 V AC
	Power consumption-max in Print Mode (watts)	45
	Power consumption-max in Standby Mode (watts)	3
	BIS Registration under CRS of Meity	Yes
	BIS Registration Number	R-83000094
	Availability of test reports from Central Govt /NABL / ILAC accredited Lab showing conformity to the specification	Yes
	If yes, Test Report Number	ETDC(CN)2007/28048
	If Yes, Test Report date	06.02.2008
	If Yes, Name of Test lab	ETDC
	If yes, Address of Test Lab	Dr. VSI Estate. Thiruvemiyur, Chennai
On Site OEM Warranty (Years)	2	

## 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 55 percent to qualify as local or domestic manufacturer.

### 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 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

**3.4 Timely Servicing / rectification of defects during warrantee period:** After having been notified of the defects / service requirement during warrantee period, Seller has to complete the required Service / Rectification within time limit specified. If the Seller fails to complete service / rectification with defined time limit, a penalty of defined % 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).

(i) Time Limit for Service / Rectification of defects will be as defined in the SLA document for the service.

(ii) Penalty per week of delay as % of unit price of product will be as defined in the SLA document for the service.

Seller to give compliance Yes / No while submitting bid.

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