

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687772605944

अनुबंध तिथि | Generated Date : 15-Feb-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/3928761](#)

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्रकार   Type : Central PSU मंत्रालय   Ministry : Ministry of Coal विभाग   Department : MAHANADI COALFIELDS LIMITED संगठन का नाम   Organisation Name : MAHANADI COALFIELDS LIMITED कार्यालय क्षेत्र   Office Zone : MAHANADI COALFIELDS LIMITED	पद   Designation : VUPPALA SRIKANTH DY MGR MM संपर्क नंबर   Contact No. : 0663-2542521- ईमेल आईडी   Email ID : mmpur2c.mcl@coalindia.in जीएसटीआईएन   GSTIN : 21AABCM5188P1Z3 पता   Address : MAHANADI COALFIELDS LIMITED, PO - JAGRUTI VIHAR, BURLA, SAMBALPUR, ODISHA-768020, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail	भुगतान प्राधिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: GM (MM)/HOD वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : CM (Fin)	Role: PAO भुगतान का तरीका   Payment Mode: Internet Banking पद   Designation : B Narasimha AM F ईमेल आईडी   Email ID : nb.basanaboina@coalindia.in जीएसटीआईएन   GSTIN : 21AABCM5188P1Z3 पता   Address : MAHANADI COALFIELDS LIMITED, AT /PO - JAGRUTI VIHAR, BURLA, SAMBALPUR, ODISHA-768020, India

विक्रेता विवरण   Seller Details
जेम विक्रेता आईडी   GeM Seller ID : BBBF200001073584 कंपनी का नाम   Company Name : WEST BENGAL ELECTRONICS INDUSTRY DEVELOPMENT CORPN LTD संपर्क नंबर   Contact No. : 09830174649 ईमेल आईडी   Email ID : sraboni.das@webel-india.com पता   Address : BLOCK-EP , GP, SECTOR-V, WEBEL BHAWAN, BIDHANNAGAR, SALT LAKE CITY, KOLKATA, WEST BENGAL-700091, - एमएसएमई सत्यापित   MSME verified : No एमएसएमई पंजीकरण संख्या   MSME Registration number : - जीएसटीआईएन   GSTIN: 19AAACW2411Q1Z1

\*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

वितरण निर्देश | Delivery Instructions : NA

उत्पाद विवरण   Product Details						
#	आइटम विवरण   Item Description	आइटम विवरण   Ordered Quantity	इकाई   Unit	इकाई मूल्य (INR)   Unit Price (INR)	कर विभाजन (INR)   Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित)   Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम   Product Name : Wireless Audio Conference System ब्रांड   Brand : Televic ClearOne Netrack ब्रांड प्रकार   Brand Type : Unbranded कैटलॉग की स्थिति   Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है   Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : Wireless Audio Conference System (Q3) मॉडल   Model: Wireless Audio Conference System एचएसएन कोड   HSN Code: HSN not specified by seller	1	set	7,075,332.03	NA	7,075,332.03
कुल ऑर्डर मूल्य   Total Order Value (in INR)						7,075,332.03

परोक्षिती विवरण   Consignee Detail						
क्र.सं.   S.No	परोक्षिती   Consignee	वस्तु   Item	लॉट नंबर   Lot No.	मात्रा   Quantity	दिलीवरी के बाद डिलीवरी शुरू करना है   Delivery Start After	वितरण पूरा कब तक करना है   Delivery To Be Completed By
	पद   Designation :- ईमेल आईडी   Email ID : akash.roy@nic.in संपर्क   Contact :-	Wireless Audio				

1	जीएसटीआईएन   GSTIN : - पता   Address : Office of the General Manager, Plot No.G-3 Gadakana, PO- Mancheswar Railway Complex, Chandrasekharapur, KHORDA, ODISHA-751017, India	Conference System	-	1	15-Feb-2024	15-Apr-2024
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### Product Specification for Wireless Audio Conference System

विनिर्देश   Specification	उप-विनिर्देश   Sub-Spec	मूल्य   Value
Custom Specification	Custom Specification	Yes

### व्यापक रखरखाव के लिए शुल्क | Comprehensive maintenance charges for Wireless Audio Conference System

सेवा वर्ष   Service Year	सीएमसी प्रतिशत   CMC Percentage	कर द्विभाजन   Tax Bifurcation
CMC charges for 1 st year after warranty period in % of cost of equipment	4%	NA
CMC charges for 2 nd year after warranty period in % of cost of equipment	4%	
CMC charges for 3 rd year after warranty period in % of cost of equipment	4%	
CMC charges for 4 th year after warranty period in % of cost of equipment	4%	
CMC charges for 5 th year after warranty period in % of cost of equipment	5%	

### विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:

1. <a href="#">SpecificationDocument1</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/40/50/260/CatalogAttrs/SpecificationDocument/2023/10/15/2023_10_15_15_05_32_complains_webel_2023-10-15-15-05-35_f8b74c09153504d5a7f706e7cfb1a3bef66.pdf
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### खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. <a href="#">SpecificationDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/4609780/54/78/703/CatalogAttrs/SpecificationDocument/2023/9/7/01_tps_t_c_2023-09-07-17-34-35_f8b74c09153504d5a7f706e7cfb1a393.pdf
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### ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):	10.00

बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा | The bidder shall furnish ePBG as applicable as per bid's terms and conditions

### नियम और शर्तें | Terms and Conditions

#### 1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 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) 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. Buyer Added Bid Specific Terms and Conditions-

##### 2.1 Scope of Supply:

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

##### 2.2 Service & Support:

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

##### 2.3 Service & Support:

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

##### 2.4 Service & Support:

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

##### 2.5 Warranty:

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-imburse the cost of such service / rectification to the Buyer.

##### 2.6 Certificates:

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

#### 2.7 Generic

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.

#### 2.8 Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

#### 2.9 Certificates:

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

#### 2.10 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

1. Buyer's Terms and conditions of 05 years CAMC (Comprehensive Annual Maintenance Contract) mentioned in technical specification sheet uploaded will prevail over GeM's Terms and conditions of CAMC. 2. PBG for CAMC shall be as per terms mentioned in the technical specification sheet uploaded.

The conditions is as below:

A Security Deposit of 10% of CAMC Value for 5 Years plus 03 months additional at the rate finalized against the tender, will be submitted by the vendor within 15 days of completion of warranty period. The Security Deposit will be refunded without interest after successful completion of the CAMC Service and will be subject to deduction of any dues of the Company (MCL) from the firm.

3. The successful L-1 bidder shall submit Security deposit for 10% for a period of 4 months (i.e., 2 months delivery period + 2 months additional) which is opted in place of e-PBG, and 10% PBG to be submitted which shall be valid up to 18 months from the date of receipt and acceptance of materials by the consignee, which has been incorporated in the bid in Buyer uploaded ATC document.

4. Product / Product delivery should comply with, ensuring the quality of service, protection of the environment and health & safety during and after their activities, as per Company/Govt. norms.

5. The clarification/shortfall documents if any will be sought only once. The clarification document submitted in the representation after technical evaluation will not be accepted.

6. Mahanadi Coalfields Limited (MCL) has onboarded the TReDS platform through Receivables Exchange of India Limited (RXIL). TReDS is an online discounting platform primarily meant for MSME vendor to get their trade receivables financed through auction mechanism where multiple financiers can participate in a very transparent manner. MSME vendors of MCL are requested to register themselves on RXIL TReDS platform to avail the above benefits. For more details, visit: <https://www.rxil.in/>.

7. The seller has to upload all relevant documents (like Guarantee/ Warranty certificate, Delivery Challan, E-waybill, Test report, Import documents and any other document mentioned in the contract whichever is applicable) in the GeM portal while generating Invoice.

8. The clarification/representation submitted against the BID document through any mode other than GeM portal will not be considered.

9. The bidder is only eligible for participation in a BID on compliance of the Restriction under Rule 144(xi) (as amended vide OM No. F.7/10/2021-PPD dated 23.02.2023).

#### 2.11 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document [Click here to view the file](#).

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

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