

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687710142149

अनुबंध तिथि | Generated Date : 15-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/3898788](#)

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 : Sunil Dajgude Dy Mgr MM संपर्क नंबर Contact No. : - ईमेल आईडी Email ID : sunilt.dajgude@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 : DY GM(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 : DBF618000092657 कंपनी का नाम Company Name : E SQUARE SYSTEM & TECHNOLOGIES PRIVATE LIMITED संपर्क नंबर Contact No. : 07381119000 ईमेल आईडी Email ID : md@estpl.in पता Address : 507,2nd floor,Sahid Nagar,BHUBANESWAR, Khurda (khordha), ODISHA-751007, - एमएसएमई सत्यापित MSME verified : No एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-OD-19-0000865 एमएसई सामाजिक श्रेणी MSE Social Category : General एमएसई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN : 21AACCE1498B1Z6

*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 : Microsoft Office M365 apps Enterprise Edition ब्रांड Brand : MICROSOFT ब्रांड प्रकार Brand Type : Registered Brand 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 : Microsoft Office M365 apps Enterprise Edition (Q3) मॉडल Model : Microsoft Office M365 apps Enterprise Edition with एचएसएन कोड HSN Code : HSN not specified by seller	2,139	pieces	37,750	NA	80,747,250
कुल ऑर्डर मूल्य Total Order Value (in INR)						80,747,250

परोक्षी विवरण Consignee Detail						
क्र.सं. S.No	परोक्षी Consignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	दिनांक के बाद डिलीवरी शुरू करना है Delivery Start After	वितरण पूरा कब तक करना है Delivery To Be Completed By

1	<p>पद Designation :- ईमेल आईडी Email ID : prashant.k4395@coalindia.in संपर्क Contact : 0663-2542465-5307 जीएसटीआईएन GSTIN : 21AABCM5188P1Z3 पता Address : MAHANADI COALFIELDS LIMITED, AT / PO - JAGRUTI VIHAR, BURLA, SAMBALPUR, ODISHA-768020, India</p>	Microsoft Office M365 apps Enterprise Edition	-	2,139	15-Mar-2024	29-Apr-2024
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Product Specification for Microsoft Office M365 apps Enterprise Edition

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

विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:

1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/58/62/688/CatalogAttrs/SpecificationDocument/2023/10/16/2023_10_16_15_51_11_n_24470_1686833823431_-2_2023-0_2023-10-16-15-51-30_8e2c6f052d13b5a065d4bfc18757d23b.pdf
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खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/575576/54/78/703/CatalogAttrs/SpecificationDocument/2023/8/28/n_24470_1686833823431_-2_2023-08-28-19-24-56_2a8c2a0dd767e958e1cdedc591ddefd4.pdf
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शुद्धिपत्र | Corrigendum

1. तक बढ़ाया गया | Extended Upto : 2023-10-17 11:00:00
2. GeM-Bidding-Corr-5257125-3.pdf: [यहां क्लिक करें | click here](#)

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 Generic

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.

2.2 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.

2.3 Service & Support:

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

2.4 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

1. 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.

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

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

4. 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/>.

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

6. 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).

7. EMD, Security deposit and PBG:

EMD: The EMD will also be accepted in the form of FDR and NEFT in the name of Mahanadi Coalfields limited, for account details please refer ATC document,

Security BG: (ePBG) @10% of the order value for four months from date of acceptance of order will be applicable. In case of failure to supply the material within scheduled delivery time the BG should be extended proportionately by the seller to cover the extended delivery period. The ePBG in the bid condition for 4 months is considered as a Security deposit.

PBG: The performance BG @10% of the order value should be given for warranty period (Four year subscription from the date of installation) plus three months. The validity will begin to start from the successful installation of the software and should be valid till warranty plus three months. The SDBG can be converted into PBG. please refer ATC document,

8. Scope of Supply:

a. Supply of Goods (Supply of software through URL Link) and installation

The installation will cover:

1. Setting up the M365 tenant for MCL onsite.
2. Creating and defining user accounts.
3. Assisting with password setup.
4. Providing onsite assistance and troubleshooting for one month.
5. Conducting a one-time training session for all users on license usage, password reset, and usage on new devices, among other topics.
6. Admin training for managing the tenant, including user assignment/re-assignment and call logging to Microsoft.

Additional Responsibilities : Providing reactive call-based support throughout the duration of the contract

9. On successful completion of installation of the software the installation certificate will be issued by the GM(System)/HoD. The 100% payment will be made on receipt of the successful installation certificate by the paying authority.

10. Bid specific authorization from OEM is required to be submitted by the participating bidders

11. Corrigendum: The SKU mentioned in the specification (CFQ7TTC0LGZT) is hereby omitted and the Bidder needs to participate in the BID as per SKU 3JJ-00003. All other terms and conditions remains same. Seller are also requested to go through the Buyer added ATC document for the documents to be submitted and BID accordingly.

2.5 Buyer Added Bid Specific ATC:

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

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

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [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.