

Contract**Contract No:** GEMC47731-2**Contract Date:** 29-07-2017

| Organization Details | | Buyer Details | |
|-----------------------------|--|----------------------|--|
| Type: | Central PSU | GEM Unique ID: | GEM/2017/GO/45349/1 |
| Ministry/ | M/o Coal | Name: | D DHANABALAN |
| Department: | | Contact No.: | 9406965092 |
| Organization Name: | Northern Coalfields Limited, Singrauli | Email ID: | d.dhanabalan@coalindia.in |
| | | Address: | Material Management Department, First Floor, Panjreh Bhawan, Po - Singrauli , Singrauli , Madhya Pradesh - 486889 |

| Seller Details | |
|-----------------------|--|
| GEM Unique ID: | GEM/2016/S/N P S POWER SOLUTION PRIVATE LIMITED/596 |
| Company Name: | N P S POWER SOLUTION PRIVATE LIMITED |
| Contact No.: | 9935016653 |
| Email ID: | sandeep.nps@gmail.com |
| Address: | Nps House, C-6, H-park, Mahanagar Extension, , Lucknow , Uttar Pradesh - 226006 |

| Consignee Detail | | | |
|-------------------------|---|----------|------------------------|
| S.No. | Consignee | Quantity | Expected Delivery Date |
| 1 | PARVEZ ALAM ANSARI centralstoresjayant@gmail.com (Material Management Department, First Floor, Panjreh Bhawan, Po - Singrauli, Singrauli, Madhya Pradesh - 486889) | 103 | 28-08-2017 |

Accounting Details

Designation of official providing administration approval: GM MM

Designation of official providing financial approval: GM Fin

IFD Concurrence Required? No

| Product Details | | | | | | |
|-----------------------------------|--|--------------------|----------------|------------------|-------------|---|
| # | Item Description | Model | Is PAC buying? | Ordered Quantity | Unit | Price per Unit inclusive of all Duties and Taxes (in INR) |
| 1 | 650VA Line-Interactive UPS with In-built batteries 108VAH with Exide/Quanta batteries (nps) | Companion-650-1-08 | NA- | 103 | NOS. | 1,888.00 |
| Total Order Value (in INR) | | | | | | 194,464.00 |
| Specification | | Value | | | Unit | |

Terms & Conditions

- This Contract is for the supply of the stores detailed in the schedule below in accordance with the General Terms and Conditions of Sale / Purchase in Government e-Marketplace (GeM), General Terms and Conditions for enrolment of Seller on GeM (Government e-Marketplace) and (if applicable) Special Terms and Conditions for Reverse Auction on GeM or Special Terms and Conditions for e-bidding on GeM, shall operate to create a specific contract between the Seller on one part and the Purchaser on the other part.
- Terms of delivery:** Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning (as indicated in technical details of the item), the charges for the same are also included in the contract price.
- This Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s).
- Performance Security (if any):** There shall be no Performance security / PBG requirement for contracts placed under Direct Purchase Option on GeM. For procurement through reverse Auction/e-bidding, Security Deposit / Performance Bank Guarantee (PBG) @2% of contract value, shall be applicable in respect of contracts valuing above Rs. 25 Lakh, as per special terms and conditions applicable for e-bidding / RA. Such Performance Bank Guarantee from a scheduled commercial bank must be submitted by seller to the Buyer within 15 days of award of contract and shall be in the format provided on GeM. Payments against such contract shall not be released till acceptable Performance Bank Guarantee is furnished by the seller.
- Taxes and Duties:** Prices shall be all inclusive basis i.e. including excise duty taking into account the MODVAT benefits if any, sales tax (ST/CST/VAT/), Service Tax, Customs duty, Entry Tax etc.. Statutory variation, if any, shall be to the Seller's account and no variation in

contract price, on account of such variations shall be allowed during the delivery period.

6. **Octroi Duty and/or other local taxes:** The Seller shall have discretion to offer Goods/Services for the select consignee location(s) in the country and they are expected to account for all local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc.) also while quoting the price for the listed Goods/Services and as such no reimbursement over and above the contract price(s) shall be allowed to Seller towards payment of such taxes.
7. **Resolution of disputes:** In the event of any question, dispute or difference arising under the terms and conditions of the GeM, the jurisdiction of the same shall be at the place from where contract has been placed by the purchaser and may be referred to the arbitration for which the arbitrator(s) for adjudication of the matter shall be nominated by the Purchaser while awarding the Contract itself. The arbitration in the matters related to GeM shall be governed as per prevailing Indian Arbitration and Conciliation Act 1996 and would be binding upon the Seller and Purchaser/Buyer. In all such cases in the GeM, the dispute would not be referred or entertained by Facilitation Council, Consumer Forum or any other adjudication forum and DGS&D would not be a party to any such dispute/matter.
8. **Liquidated Damages:** If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed Delivery/Time period(s) specified in the Contract, the Purchaser will be entitled to deduct/recover the Liquidated Damages for the delay, (unless covered under Force Majeure conditions prescribed on GeM), @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 5% of the contract value without any controversy/dispute of any sort whatsoever.
9. **FINANCIAL CERTIFICATE**
- The expenditure involved for this purpose has received the sanction of the competent financial authority.
 - The funds are available under the proper head in the sanction budget allotment for the concerned financial year.
 - I have been fully authorized by the Department to sign the supply order and incur the liability of the Goods being ordered.

Purchase made on



---Thank You---