

CONTRACT

ORGANIZATION DETAILS

Type:	Central Autonomous
Ministry/ Department:	M/o Finance - D/o Expenditure
Organization Name:	NIFM3

SELLER DETAILS

GEM Unique ID:	GEM/2016/S/ABC partners/307
Company Name:	ABC partners
Contact No.:	9415168439
Address:	23, Vasant Vihar, delhi , , DELHI , 121001

BUYER DETAILS

GEM Unique ID:	GEM/2016/GO/2151/1
Name:	Diksha Madan
Contact No.:	7065523665
Address:	FARIDABAD , , HARYANA , 110062

CONSIGNEE DETAILS

GEM Unique ID:	GEM/2016/GO/2151/3
Name:	Prerna Sehgal
Contact No.:	9876543210
Address:	NIFM, Sector 48, Faridabad , , HARYANA , 121001

ACCOUNTING DETAILS

Designation of official providing admin approval:	dg	Designation of official providing financial approval:	dg
IFD Concurrence Required?	No	IFD Diary No.	
IFD Diary Date			
Budget availability	Yes	Budget to be blocked	28800.00

PRODUCT DETAILS

#	Item Description	Make & Model	Ordered Quantity	Unit	Price per Unit inclusive of all Duties and Taxes (in INR)
1	Laptop (NIFM2) (NIFM)	Laptop (NIFM2)	1	Pcs	28,800.00
Total Order Value (in INR)					Rs. 28,800.00

Specification	Value	Unit
Processor Make	Intel	
Processor Configuration	1.60 GHz, 2 MB Cache, 4 Cores	
Type Of Operating System	Windows	
Warranty	3	Years
Display Size	11.6	Inch
Display Resolution	HD - 1366 X 768	
Hard Disk Size	256	GB
RAM Size	2	GB
Expandable Ram	8	GB
Type Of HDD	SATA	
Processor Name	Pentium N3710	

Specification	Value	Unit
Wireless Connectivity	802.11 B/g/n (Single Antenna) + BT 4.0	
Battery	4 Cell	
Battery Warranty	1	Years
RAM Speed	1600	MHz
Type Of RAM	DDR 3	
HDD Speed	5400	RPM
Version Of Operating System (Presinstalled)	10 Professional	
Video Port	2	
Display Type	XGA	
Graphics	NVIDIA	
Graphics Memory	Non Touch	GB
Optical Drive	Integrated	
BEE / Energy Star Certification	1	
Certification	Integrated	
Weight	Yes	Kg

Terms & Conditions

1. 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.
2. **Terms of delivery:** Free Delivery at Site including loading / unloading, installation, commissioning.
3. This Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s).
4. **Performance Security (if any):** Seller has to deposit to the Purchaser within 10 days an acceptable Performance Security Bank Guarantee in the format provided on GeM with validity upto 30 days beyond the period of Guarantee/ Warranty from any Scheduled/Nationalized Bank in India for an amount of 5% of the Total Order Value. However, during pilot phase of GeM, there shall be no PBG requirement for

Goods/Services contracts.

5. **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.

---Thank You---