Contract No: GEMC55029-2
Contract Date: 26-09-2017 13:16:17

Organization Details
Type: State Autonomous
Ministry/Department: D/o Higher Education
Organization Name: SKN AGRICULTURE UNIVERSITY JOBNER

Buyer Details
Name: INCHARGE CIMCA SKNAU
Contact No.: 9414459205
Email ID: cimca@sknau.ac.in
Address: Sri Karan Narendra Agriculture University, Jobner, Jaipur Rural, Rajasthan - 303329

Seller Details
GEM Unique ID: GEM/2017/S/LATEST DEVICES PRIVATE LIMITED/862
Company Name: LATEST DEVICES PRIVATE LIMITED
Contact No.: 9554475028
Email ID: latestbhopal@yahoo.co.in
Address: M-10,11, Shiristi Complex Zone-1, M.p. Nagar Bhopal, Bhopal, Madhya Pradesh - 462011

Consignee Detail
S.No. Consignee Detail Quantity Expected Delivery Date
1 INCHARGE CIMCA 4 11-10-2017

Accounting Details
Designation of official providing administration approval: COMPTROLLER
IFD Concurrence Required? No
Designation of official providing financial approval: COMPTROLLER

Product Details
# Item Description Model Is PAC buying? Ordered Quantity Unit Price per Unit (inclusive of all Duties and Taxes (in INR))
1 lenovo aio core i 5 7th gen ,8gb, 23..inch (lenovo) Thinkcentre m910z -NA- 4 NOS. 58,700.00

Total Order Value (in INR) 234,800.00

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. In respect of items requiring installation and / or commissioning (as indicated in technical details of the item), the Purchaser is 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.

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): 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.

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 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 GeM SPV 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
   a. The expenditure involved for this purpose has received the sanction of the competent financial authority.
   b. The funds are available under the proper head in the sanction budget allotment for the concerned financial year.
   c. I have been fully authorized by the Department to sign the supply order and incur the liability of the Goods being ordered.