Contract

Contract No: GEMC-511687798916118

Generated Date:24-Sep-2019

Bid/RA/PR No:GEM/2019/B/263017

Organisation Details

Type: Central PSU

Ministry: Ministry of Coal

Department: Materials Management

Organisation Name: Central Coalfields Limited

Office Zone: Central Coalfields Limited

Buyer Details

Name: Prem Shankar

Designation: Assistant Manager MM

Contact No.: 0651-2360716-5360

Email ID: prem.s3550@nic.in

GSTIN: 20AAACC7476RHZT

Central Coalfields Limited, Darbhanga House, Ranchi,

Address: RANCHI, JHARKHAND-834001, India

Financial Approval Detail

IFD Occurence: No

Designation of Administrative Approval : Director Technical Operations

Designation of Financial Approval : GM Finance Oprn

Seller Details

Company Name: MINESOURCE INDIA PRIVATE LIMITED

Contact No.: 09334000314
Email ID: msical.india@gmail.com

Address: 13C,JABAKUSUM HOUSE,34, C.R.AVENUE,NEAR YOGAYOG BHAWAN,

Kolkata, WEST BENGAL-700012, -

Product Details

#	Item Description	Category Name	Model	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
1	AMD Ryzen 5 PRO 1600	Desktop Computers	ACER VERITON M200-B350	1,011	pieces	51,428,559
2	Brother HL-L2361DN Mono Laser Printer-SB (3 Years Warranty)	Computer Printers	HL-L2361DN	606	pieces	7,429,560
3	Brother DCP-B7535DW Mono Laser Multi-Function Centre-SB (3 Years Warranty)	Multifunction Machines MFM	DCP-B7535DW	405	pieces	8,210,970
4	Uniline UPS	Line Intractive UPS with AVR	Make : Uniline Model : SMARTLINE	1,011	pieces	8,302,332
Total Order Value (in INR)					75,371,421	

Consignee Detail

S.No	Consignee	Item	Quantity	Expected Delivery Date
	Shailja Pathak	AMD Ryzen 5 PRO 1600	1,011	23-Dec-2019
	- Landline	Brother HL-L2361DN Mono Laser Printer-SB (3 Years Warranty)	606	23-Dec-2019
1	shailja.pathak@nic.in Central Stores, Central Coalfields Limited, Barkakana, Ramgarh,	Brother DCP-B7535DW Mono Laser Multi-Function Centre-SB (3 Years Warranty)	405	23-Dec-2019
	RAMGARH, JHARKHAND-829103, India	Uniline UPS	1,011	23-Dec-2019

Product Specification for AMD Ryzen 5 PRO 1600

Specification	Sub-Spec	Value
	Processor Make	AMD
	Processor Generation	8
	Number of Cores per Processor	6
	Processor Base Frequency (GHz)	3.2

Processor	Processor Description	AMD Ryzen 5
	Processor Number	AMD Ryzen 5 PRO 1600
	Out of Band Management	NA NA
	Cache (MB)	19
	Chipset Series	AMD B Series
	Expansion Slots (PCIe x 1) (Number)	1
	Chipset Number	AMD B350
Motherboard	Expansion Slots (PCIe x 4) (Number)	0
	Expansion Slots (PCIe x 16) (Number)	1
	Expansion Slots (PCI) (Number)	0
	Expansion Slots (M Dot 2)	1
	Graphics Type	Dedicated/Discrete
	Graphic Card Description	512 MB
Graphics	Size of Memory in Case of Dedicated Graphic Card (GB)	0
	Size of VRAM in case of Integrated Graphics (MB)	0
	Operating System (Factory Pre-Loaded)	Windows 10 Professional
Operating System	Recovery Image Media	Stored in Partition of the Hard Disk
	OS Certification	Windows
	Type of RAM	DDR4
	RAM Size (GB)	8
Memory	RAM Speed (MHz)	2666
Wemory	Total Numbers of DIMM Slots Available	2
	Number of DIMM Slots populated	1
	RAM Expandability up to(using spare DIMM Slots in GB)	32
	Total Number of Internal Bays available	2
	Number of 2 point 5 inches internal Bays	1
	Number of 3 point 5 inches Internal Bays	1
	Number of 2 point 5 Inches Internal Bays Populated	0
	Number of 3 point 5 Inches Internal Bays Populated	1
	Type of Drives used to populate the Internal Bays	HDD
	Number of Internal Bays populated with HDD	1
	Capacity of each HDD (GB)	1000 @7200 rpm
	Total HDD Capacity (GB)	1000
Storage	Number of Internal Bays populated with SSD	0
	Capacity of each SSD (GB)	0
	Total SSD Capacity (GB)	0
	Number of Internal Bays populated with SSHD	0
	Capacity of each SSHD (GB)	NA
	Total SSHD Capacity in addition to 8 GB Flash (GB)	0
	Number of Internal Bays populated with SSED	0
1		I

	Capacity of each SSED (GB)	0
	Total SSED Capacity (GB)	0
	Optane Memory (GB)	0
	Cabinet Form Factor	SFF (7 to 13 Litres)
	Cabinet Volume (Litres)	13
	External Bays (Number)	1
	Optical Drive	DVD R/W
Cabinet	Internal Speaker	No
	Audio-in	Yes
	Audio-out	Yes
	Headphone out	Yes
	Microphone-in	Yes
	Wireless Connectivity	Yes
	If Yes, Type of Wireless Connectivity	Wi-Fi 802.11b/g/n
Connectivity	Number of Ethernet Ports	1
Connectivity	Type of Ethernet Ports	10/100/1000 on board Integrated Gigabit Port
	Bluetooth Connectivity	Yes
	If Yes, Version of Bluetooth Available	4.1
	Number of USB Version 2 Point 0 Ports	4
	Number of USB Version 3 point 0 / 3 point 1, Gen 1 Ports	4
	Number of USB Version 3 point 1, Gen 2 Ports	0
	Number of USB Type C Ports	0
Ports	Number of Serial Ports	1
	Number of Parallel Ports	0
	Number of VGA Ports	1
	Number of HDMI Ports	1
	Number of DP Ports	0
	Model of the Monitor	ОЕМ
	Monitor Technology	TN
	LED Backlit Monitor Size (INCHES)	21.5
	Monitor Resolution (PIXELS)	1920x1080
	TCO Certification for Monitor	7.0
Monitor	Number of VGA Ports in the Monitor	1
World	Number of HDMI Ports in the Monitor	0
	Number of Display Ports in the Monitor	0
	Availability of Webcam integrated with Monitor	No
	If Yes, Resolution of Webcam	NA
	Availability of Speakers integrated with Monitor	Yes
	If Yes, Number of Speakers available	2
Power	Power Supply Capacity (Watt)	250
. 5,10	Minimum Power Efficiency Range (%)	85 - 89

Certification	ROHS Compliance	Yes
Certification	BEE / Energy Star for the given Model	Yes
	Mouse Connectivity	Wired
Janua Davissa	Type of Mouse	Optical Scroll
Input Devices	Keyboard Connectivity	Wired
	Type of Keyboard	Standard with Rupee Symbol
	Minimum Operating Temperature	10
Operating Conditions	Maximum Operating Temperature	40
Operating Conditions	Minimum Operating Humidity (%RH)	10
	Maximum Operating Humidity (%RH)	90
Warranty	On Site OEM Warranty (Year)	3

Product Specification for Brother HL-L2361DN Mono Laser Printer-SB (3 Years Warranty)

Specification	Sub-Spec	Value
	Cartridge Technology	separate toner and drum
	Printing Technology	Laser
	Type of Printing	Mono
	Paper Size	A4
	Print Speed per minute as per ISO/IEC 24734 in (A4) Size - Mono	30
	Print Speed per minute as per ISO/IEC 24734 in (A4) - Color	0
	Resolution (Dpi)	2400x600
	Memory (MB)	32
	Hard Disk Capacity (GB)	0
	Processor Speed	266 MHz
	Duplexing Feature	Yes
	Duplex Print Speed (IPM)	15
	Network Connectivity	Yes
	Network Interface, if available	Ethernet 10/100
	Wireless Connectivity	No
	If Yes, Type of Wireless Connectivity	NA
	USB Port	Yes
	Number of Main Paper Trays	1
	Each Main Paper Tray Capacity	250
	Bypass Tray Facility	Yes
Specifications	If Yes, Bypass Tray Capacity	1
	Yield of the cartridge/lnk Tank/lnk Pack supplied with Machine as per ISO/IEC: 19798/2007(E) for Cyan colour (Number of prints)	0
	Yield of the cartridge/lnk Tank/lnk Pack supplied with Machine as per ISO/IEC: 19798/2007(E) for Yellow colour (Number of prints)	0
	Yield of the cartridge/lnk Tank/lnk Pack supplied with Machine as per ISO/IEC: 19798/2007(E) for Magenta colour (Number of prints)	0
	Yield of the cartridge/Ink Tank/Ink Pack supplied with Machine as per ISO/IEC: 19752/2004(E) for Black (Number of prints)	2600

Life of Drum in terms of number of Prints in case of Separate Drum and Toner cartridge technology -Cyan	0
Life of Drum in terms of number of Prints in case of Separate Drum and Toner cartridge technology - Yellow	0
Life of Drum in terms of number of Prints in case of Separate Drum and Toner cartridge technology - Magenta	0
Life of Drum in terms of number of Prints in case of Separate Drum and Toner cartridge technology - Black	12000
Duty Cycle (No of Prints/month)	10000
Minimum Operating Temperature (Degree C)	10
Maximum Operating Temperature (Degree C)	32
Minimum Operating Humidity (%RH)	20
Maximum Operating Humidity (% RH)	80
BIS Registration under CRS of Meity	Yes
BIS Registration no	R-41002208
Other Certifications Available	RoHS
Dimensions(In mm x mm x mm)	355x183x360.1
Weight (In kg)	6.8
On site OEM warranty (Years)	3

Product Specification for Brother DCP-B7535DW Mono Laser Multi-Function Centre-SB (3 Years Warranty)

ecification	Sub-Spec	Value
	Print Technology	Laser
	Type of Machine	Multifunction Machine
	Type of Printing	Mono
	Cartridge Technology	Separate Drum and Toner (Mono Component)
	Developer Unit	No
	Platen/Flatbed Size	A4
	Paper Size (Original/Image)	A4/A4
	RAM size (MB)	128
	Hard Disk Capacity(GB)	0
	Minimum Speed per Minute as per ISO/IEC 24734 in A4 Size-Mono	34
	Minimum Speed per Minute as per ISO/IEC 24734 in A4 Size-Colour	0
	Minimum Speed per Minute as per ISO/IEC 24734 in A3 Size-Mono	0
	Minimum Speed per Minute as per ISO/IEC 24734 in A3 Size-Colour	0
	Scanning Feature Availability	Yes
	Duplexing Feature Availability	Yes
	Faxing Feature Availability	No
	Speed of Fax, If Fax Feature is available	NA
	Networking Feature Availability	Yes
	If yes, Type of Network Interface	Ethernet 10/100
	Wi-Fi Availability	Yes
	If yes,Wi-Fi Type	Wi fi 802.11 b/g/n & Wi Fi Direct
	Original Document Feeder Type	ADF
	Feeder Capacity (Number)	50

	per of Main Paper Tray	1
	Main Paper Tray Capacity (Number)	250
Ungrouped Bypas	ss Facility	Yes
If Yes	s, Bypass Tray Capacity	1
	of the cartridge/Ink Tank/Ink Pack supplied with Machine as per ISO/IEC: 19798/2007(E) for Cyan (Number of prints)	0
	of the cartridge/lnk Tank/lnk Pack supplied with Machine as per ISO/IEC: 19798/2007(E) for Yellow ir (Number of prints)	0
	of the cartridge/Ink Tank/Ink Pack supplied with Machine as per ISO/IEC: 19798/2007(E) for Magenta ir (Number of prints)	0
	of the cartridge/Ink Tank/Ink Pack supplied with Machine as per ISO/IEC: 19752/2004(E) for Black liber of prints)	2600
	of Drum in terms of number of Prints in case of Separate Drum and Toner cartridge technology - Cyan liber of Prints)	0
	of Drum in terms of number of Prints in case of Separate Drum and Toner cartridge technology - Yellow observed of Prints)	0
	of Drum in terms of number of Prints in case of Separate Drum and Toner cartridge technology -	0
	of Drum in terms of number of Prints in case of Separate Drum and Toner cartridge technology - Black liber of Prints)	12000
Duty (Cycle (No of Prints/month)	15000
Minim	num Operating Temperature (Degree C)	10
Maxin	mum Operating Temperature (Degree C)	32
Minim	num Operating Humidity (%RH)	20
Maxin	mum Operating Humidity (%RH)	80
BIS R	Registration under CRS of Meity	Yes
BIS R	Registration Number	R-41002208
Other	r Certifications Available	RoHS
Dimer	nsion (mm x mm x mm)	410x318.5x398.5
1	ht (Kg)	11.8

Product Specification for Uniline UPS

On Site OEM Warranty (Year)

Specification	Sub-Spec	Value
	Rating in KVA/ min VAH capacity of battery (KVA/VAH)	1.0/400
	Technology	MOSFET-PWM
	Type of battery	SMF-VRLA confirming to JISC-8702 Pt 1,2 &3
GENERIC	Rated Output (Volt)	Single phase sinewave 230v AC , 50Hz
	Degree of protection	IP-21
	Inverter Efficiency (%)	> / = 60%
	Warranty for the battery from the date of delivery	3 Years
	Warranty for Line Interactive UPS	3 Years
	Installation and commissioning instructions	Yes
	Type of enclosure	ABS

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CONSTRUCTIONAL	AC out put for printer (not through inverter)	Yes
	Inverter out put socket AC out put for printer (not through inverter)	3 Three pin
	Total harmonic distorsion (%)	= 40%</td
	Input (Volt)	Single phase sinewave(160-280v)
	Switching over time (Mili sec)	Maximum 10 milli seconds
	Overload Time (Minutes)	> / = 10 minutes
FUNCTIONAL	Load power factor	>/= 0.6
	Variation in AVR output in AC mode (%) AVR (Voltage regulation) output voltage in AC Mode	230 Volts +/-9%, 50 +/-3 Hz
	Overload (%)	>/=10%
	Variation in output voltage in battery mode (%) (UPS output voltage in battery mode)	230 Volts +/- 10%
	Variation on output frequency in battery mode (Hz)	=0.5</td
	Protection against (over discharge) discharge per 12v battery (Volt)	10.5
PROTECTION	Protection for outside input voltage range: If Input voltage goes outside the range 160 to 280 Volts, the system shall switch over to battery mode	Yes
	Protection against short circuit of UPS	Yes
	Protection for over voltage and over load	Yes
	Damp heat Test at 45 degree , RH -95% for 2-cycle as per IS:9000 pt-5/sec-1	Yes
	Dry heat Test at 45 degree for 16 Hrs as per IS:9000 pt-3/sec-5	Yes
	Cold Test as per IS:9000 pt-2/sec-4	Yes
DEPORTS AND	Availability of the type test report from central Govt./NABL/ILAC Accredited Lab	Yes
REPORTS AND CERTIFICATIONS	Type Test certificate no. and date	557, 25.04.2016
	Name Of Lab	NTS
	Address of Lab	Bangalore, Karnataka
	As per Meity (Government of India) guidelines UPS shall have valid BIS CRS certifications as applicable	Yes

Terms and Conditions

1. Special terms and conditions

1.1 As per notification of MEITY circulated vide letter no. F.No.33(1)/2017-IPHW..dated :14/09/2017, the minimum local content should be 45.percent to qualify as local or domestic manufacturer.\n\nSeller has to ensure that operating system software etc comes preloaded with machine from respective OEM . Any deviation in respect of genuinity and authenticity of OS will attract severe penalty on part of seller as law of the land and contractual provisions. Buyer are also requested to verify the key no of OS etc with server of Microsoft/Linux before accepting machines to avoid complexity at latter stage.

2. General terms and conditions

- 2.1 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) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable
- **2.2 Terms of delivery:** Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), and the cost of the same is also included in the Contract price.
- 2.3 Delivery period: The Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s). Any modification thereto shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC.
- **2.4 Performance Security:** If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.
- 2.5 Taxes and Duties: Contract Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising invoice / bill on GeM. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST)

charged on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.

- 2.6 Octroi Duty and / or other local taxes: Contract Prices are all inclusive hence no reimbursement over and above the contract price(s) shall be allowed to seller towards payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).
- 2.7 Limitation of Liability: The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.
- 2.8 Resolution of disputes: The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.
- 2.9 Liquidated Damages: If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.

2.10 Financial Certificate:

- 2.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.
- 2.10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.
- 2.10.3 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.
- 2.11 The bidder should submit a self declaration to the effect in bidder's official letter head that their agency have not been black listed by any Agency whatsoever till date

3. Additional Terms and conditions

- 3.1 Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of this Policy. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of % of total value.
- 3.2 Scope of supply (Bid price to include all cost components): Supply Installation Testing and Commissioning of Goods
- 3.3 Availability of service Centres: Bidder /OEM must have Service Centre In the District of each Consignee's Location
- 3.4 Dedicated toll Free Telephone No. for Service Support: BIDDER /OEM must have Dedicated toll Free Telephone No. for Service Support
- 3.5 Escalation Matrix For Service Support: Bidder /OEM must provide Escalation Matrix of Telephone Numbers for Service Support

3.6

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.
- 3.7 Scope of supply (Bid price to include all cost components): Bidder should submit their Bid for all the items. Evaluation will be on the total value of supply (not on item wise value) along with installation and subsequent comprehensive warranty period as per bid document for the respective items
- 3.8 Timely Servicing / rectification of defects during warrantee period: After having been notified of the defects / service requirement during warrantee period, Seller has to complete the required Service / Rectification within time limit specified. If the Seller fails to complete service / rectification with defined time limit, a penalty of defined % 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).
- (i) Time Limit for Service / Rectification of defects will be as defined in the SLA document for the service.
- (ii) Penalty per week of delay as % of unit price of product will be as defined in the SLA document for the service. Seller to give compliance Yes / No while submitting bid.
- 3.9 The Purchaser reserves the right to increase or decrease the ordered quantity up to 25 percent at the time of placement of contract. The purchaser also reserves the right to increase the contracted qty up to 25% during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly
- 3.10 The bidder must have ISO 9001 certification.
- 3.11 Allocation: The supplied items will be installed in CCLHQ and various locations (Areas/ Units- approx (80 locations) across state of Jharkhand. Detailed

distribution list with location will be provided by GM (System), CCL to the successful bidder with the placement of order.

3.12 Comprehensive Warranty Clause

- a) Onsite Comprehensive warranty will be done by the seller.
- b) Comprehensive Warranty shall include all supplies of spares, services, software support for operating system and other software supplied and installed under this package, patch management for OS, for maintaining availability of more than 95%. If Printer (Laser/MFP) is supplied with separate drum & toner, drum life should be minimum 12000 prints.
- c) Scope of installation will include system configuration, OS and S/W package (i.e MS office etc.) loading, System Problem, set-up, partitioning, formatting, Interconnection, IP address configuration etc. This is applicable for Desktops PCs only.
- d) The bidder should have either maintenance base at Ranchi, Ramgarh, Hazaribagh, North Karnapura and Bokaro or Local office with qualified manpower, telephone facilities & sufficient spare stock etc. in CCL HQ. Details of Authorized Service Centres such as Complete Address, Name of the Contact Person(s) with Phone Numbers to be furnished by the OEM /service provider /bidder in their letterhead.
- e) Breakdown will be attended within twenty four hours from the receipt of information at the local office / maintenance base of the Supplier.
- f) 95% availability (uptime) for each System on monthly basis should be guaranteed. If the machine downtime is expected to continue over to the next 5 working days or more, the defective System / Components shall be replaced by a suitable System / Components of the same or higher configuration.
- g) System downtime will be reckoned only during the working hours i.e. between 9.30 and 17.30 hours (8 hours) on working days. Down time beyond these hours on a working day would be excluded. For example, if the down time starts at 12.00 hours on a day and extends up to 11.00 hours the following working day, the down time would be calculated as below: First day from 12.00 hours to 5.30 hours, equal to 5.30 hours. Second day from 9.30 hours to 11.00 hours, equal to 1.30 hours. Total down time = 7 hours.
- h)The availability percentage shall be calculated for each calendar month. Penalty will be imposed on prorata basis, if the availability falls below 95% thus Penalty = ((95% actual availability) x (Total Unit Price / 200)) / 95%
- i)No bonus or additional sums shall be pay able if the availability is more than 95%
- j)Availability percentage for each System will be calculated as follows:

 Availability Percentage= (((No. of working days in the month x 8)-(Down time hours during the month))/(No. Of working days in the month x 8))x100
- k) Penalty for any month to be imposed will be calculated in the basis of the following table:

Penalty Calculation Table:

Availability percentage (rounded)	Penalty
95% and above	Nil
75% to 94%	As per rate calculated in clause h,i&j
Below 75%	Total Unit Price / 200

I) Uptime will be for the entire system. i.e. in case, part of the system is out of order such that no useful output can be obtained from the system, the total system shall be considered to be under breakdown. If the machine is not bootable, it will be considered as breakdown. Part of the system, as narrated elsewhere in the contract, includes keyboard, mouse, monitor, hard disk, drives etc. This is applicable for Desktop PCs only.

m)The seller can deposit the penalty with Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG) to the extent of the PBG amount.

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