

## Contract



**Contract No:** GEMC-511687764570982

**Generated Date:** 11-Jul-2022

**Bid/RA No:** [GEM/2022/B/1964051](#)

Organisation Details	Buyer Details
Type: Central PSU	Name: Mrunal Mehta
Ministry: Ministry of Coal	Designation: Manager
Department: Materials Management	Contact No.: 94705-95938-
Organisation Name: Bharat Coking Coal Limited	Email ID: mrunal.mehta@nic.in
Office Zone: Bccl Dhanbad	GSTIN: 20AAACB7934MFZB
	Address: MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India

Financial Approval Detail	Paying Authority Details
IFD Concurrence: No	Payment Mode: Offline
Designation of Administrative Approval: DT(OP)	Designation: HOD Purchase Finance
Designation of Financial Approval: DT(P&P)	Email ID: pao5.bccl.jh@gembuyer.in
	GSTIN: N
	Address: MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India
	Payment Timelines: Payments shall be made to the seller within 21 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10-days time as provided in clause 12 of GeM GTC)

Seller Details	
GeM Seller ID:	544D200001108587
Company Name:	RAINBOW TECHNOLOGIES
Contact No.:	09831073081
Email ID:	rbowtech@gmail.com
Address:	ROOM NO.4,IA MARKET,SECTOR-III,SALT LAKE, KOLKATA, WEST BENGAL-700097, -
MSME verified:	Yes
MSME Registration number:	WB14D0022937
GSTIN:	19ADMPB0934F1Z5

\*GST / Tax invoice to be raised in the name of - Consignee

Product Details						
#	Item Description	Ordered Quantity	Unit	Unit Price (INR)	Tax Bifurcation (INR)	Price (Inclusive of all Duties and Taxes in INR)
1	<b>Product Name :</b> LEICA Manual Total Station Survey Instrument (Coal India) <b>Brand :</b> LEICA <b>Brand Type :</b> Registered Brand <b>Catalogue Status :</b> OEM verified catalogue <b>Selling As :</b> OEM verified Reseller Category Name & Quadrant : Total Station Survey Instrument (Coal India) (Q3) Leica Flexline 90158090	15	pieces	2,939,480	<b>GST (18%) :</b> 6,725,928.814 <b>GST Cess 1 (0%) :</b> 0 <b>GST Cess 2 (0 per accounting unit) :</b> 0 <b>Input Tax Credit (ITC) on GST (100%) :</b> 6,725,928.814 <b>ITC on GST Cess 1 (0%) :</b> 0 <b>ITC on GST Cess 2 (0%) :</b> 0	44,092,200
Total Order Value (in INR)						<b>44,092,200</b>

Consignee Detail							
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By	
1	Designation: - Email ID: con1.bccl.jh@gembuyer.in Contact: 62876-95727- GSTIN: 20AAACB7934MFZB Address: Depot Officer, Central Store, Ekra, BCCL, Post Office- BANSJORA, Dhanbad, Jharkhand-828101.,	LEICA Manual Total Station Survey Instrument (Coal India)	-	15	11-Jul-2022	08-Nov-2022	

**Product Specification for LEICA Manual Total Station Survey Instrument (Coal India)**

Specification	Sub-Spec	Value
Technical Specifications	Features	Plummet Instrument,Coding Facility
	Inbuilt Programmes	Topography,Stake Out,Station Setup including: Resection, Orientation (Angles & Coordinates), Height Transfer; Area (Plan & Surface),DTM Volume calculation,Tie Distance (MLM),Remote Height offset,Reference Line
	Accuracy (Distance, mm) with reflector mode	>/= +/- 1mm + 1.5 ppm
	Range Reflectorless, meter	>/= 1000
	Data Downloading Software for quick and systematic downloading of data	Yes
	Display	Full VGA/WVGA or better, True Graphic colour & touch screen display with illumintaion on both faces (identical display) , large graphical display of detail map including of point feature, line feature, polygon feature during field survey
	Least Count (Angular)	</= 0.1 inch
	Least Count (Distance)	</= 0.1 mm
	Angular Accuracy	>/= 1
	Keyboard	Identical alpha nuumeric hard both side keyboard with 36 or more function keys on both sides
	Mechanical Drives	(Horizontal and Vential drives) Endless dnive (360") with fine adjustment
	Range Single Reflector	3000
	Operation Mode	Manual
	Interface for Data Storage	SD Card,USB
	Quadruple Axis Compensating Range	+/-4
	Reflectorless mode	>/= +/- 4mm +2 ppm
	Memory for Data Storage	2
	Magnification	30 X
	Accessories	Power Supply (Battery),Quick battery chargen with cord and adopters,Interchangeable Tribrach for laser plummet with circular bubble,Telescopic heavy duty wooden tripod with canvass carrying bag,Prism/Target-Single prism with prism holder with Target plate,Pnism adapter for tribrach,Aluminum Prism pole /reflector pole,Bipod: Dual strut for holding prism, Prism Reflector pole,Interchangeable Tribrach including optical plummet and circular bubble,Instrument Height Measuring device,Survey and Mapping Softwareone Licence per In strument(From The OEM of the instrument manufacturer only): One Licence per Instrument
Operating Time	10	
Data Input or Import Module	Software should be capable of handling point cloud data	>/= 100000
	Standard Formats in which data imported through	ASCII,TXT,CSV,DXF,XML,DBX
Survey and Mapping	Modelling	Validates and computes DTM's, through tniangulat enerated must honour boundanies and breaklines ion, and the contour
	Background Images	Registration and Image referencing of scanned background maps to be displayed along with survey data
	COGO/Computation	Creates, Edits and Examines points, Lines, Splines, Polygons, Text and allignments
	Profiles and Design	The softwane must have capability to generate long sections and cross sections at user defined intervals on existing user defined alignment drawn on Mine co-ordinate sys tem
	Training Period	7 days at Mine site for both Hardware as well as software
	Contouring	Contour Labelling on user definable labeling area
	The software shall be stand -alone module with perpetual license	Yes

Software	Mapping	It should have automatic mapping, line joining polygon creation along with attribute, polygon creation along with attribute, point plot along with different symbol according to field survey code
	Facility of Transformation of data from reference system to another	Yes
	Volume Computation Facility	Yes
	Methods for traverse adjustment	Least Square,Bowditch,Transit,Crandalla's,Others
	3D Visualization	Yes
Software Requirements	Software should also have facility to download data from GPS/ DGPS/ Total station	Yes
	Data Management	Data format should be fully compatible to GPS/DGPS facility to convert them to ASCII format on any other user defined format (Excel, CSV, Notepad),Co-ordinate System: The ETS Instrument must have capability to collect data in user defined co-ordinate system ( like, spherical, UTM/Lat/Long co-ordinate system) with user defined ellipsoid and map projection and 100% compatibility with DGPS/GPS
Hardware Requirements	Operating system of the ETS	Window EC7
	Communication Interface	RS 232,USB device,Bluetooth,WLAN
Other Conditions	Warranty from the date of installation	12
	Comprehensive Annual Maintenance Contract (With Spares)	4
Environmental Conditions	Operating Temperature,degree Celsius	-20 to +50 Deg C
	Storage Temperature,degree Celsius	-40 to +70 Deg C
Generic	Certification, if any else write NA	NA
	Weight	4.9
Test Reports	Name and Address of Lab	Eurofins, Germany
	Type approval and calibration from NABL/ILAC/Govt Laboratory	Yes
	Type Test Certificate number and Date	SCS0079:31-01-2018

**Buyer Defined Additional Specification for LEICA Manual Total Station Survey Instrument (Coal India)**

Specification	Value
1)Angle Measurement(Horizontal & Vertical) 2)Distance Measurement with Prism 3)Distance Measurement without prism	a)Display Resolution(Least count)-0.1 sec to max 1 sec b)Standard Deviation(Accuracy)-1 sec or less 2)i) with single circular prism-3000m or more ii)Distance measuring accuracy-(+ -)(2mm+2ppm)XD or better 3)i)without prism or reflectorless-1000 m or more ii)distance measurement accuracy-(+ -)(5mm+2ppm)XD or better(less measuring range in underground atmospheric condition will be accepted)
4) Magnification of telescope 5)Display 6) Keyboard 7)Dual axis compensator	4)30X or better 5)VGA or better true graphic color display with touch screen*(optional*)& illumination, both side display(preferably identical) of detail map including point, line and polygon features measured during field survey with facility to zoom in and out 6)Alphanumeric keyboard with functional keys and user defined hotkeys, keyboards on both side(preferably identical) with hotkeys on one side 7) +/-4"or better with compensator setting accuracy of 1"(sec) or better
8)shortest sighting distance 9)Bulls eye bubble 10)Electronic bubble 11) working area temp/dustproof tolerance	8) 2 mtr or less 9)6"/2mm or better 10)2" or better 11)5 deg to 50 deg centigrade & IP 55 or better
12)Plummet(Instrument & Tribrach) 13) warranty 14) Drive(Horizontal & vertical)	12) Inbuilt laser plummet and optical plummet with magnification 2x or better fitted in the tribrach 13) 3 years warranty from date of installation 14)360 deg Endless

15) Data Storage 16)survey & mapping software 17)Contouring – labeling may be read as Levelling 18) Quick battery charger may be read as QUICK BATTERY CHARGER

15)Instrument must have facility of Internal Memory-2GB & also to store data on non volatile media like SD card/USB of 4 GB or more 16)must have computation, input-output, Adjustment, Transformation, Modelling, Volume computation, Profile, Contouring, Interpolation ,Cross-section and long section, CAD, Data import/export, 3D/Graphic view modules

### Corrigendum

1. **Extended Upto** : 2022-03-08 18:00:00
2. **Extended Upto** : 2022-03-14 11:00:00
3. **Extended Upto** : 2022-03-19 12:00:00
4. **Extended Upto** : 2022-03-22 12:00:00
5. **Extended Upto** : 2022-03-26 12:00:00
6. **Extended Upto** : 2022-04-06 11:00:00

### General Clauses w.r.t RCM/FCM

1. Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.
2. For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.
3. For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.
4. For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess.
5. For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

### 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:

Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 7 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

##### 2.2 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](#)

##### 2.3 Generic:

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

##### 2.4 Generic:

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

##### 2.5 Generic:

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

##### 2.6 Generic:

The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price: ACCESSORIES TO BE QUOTED PER INSTRUMENT(NOS):1)WOODEN TELESCOPIC TRIPOD-3,2)TRIBRACH FOR LASER PLUMET- 1,3)TRIBRACH

WITH OPTICAL PLUMMET-3, 4)CIRCULAR PRISM-3,5)TELESCOPIC PRISM POLE EXTENDABLE TO 2.15 M-3,6)PRISM CARRIER-2,7)RECHARGABLE PLUG IN BATTERY (5-8 HOURS MIN)-2 ,8)INTELLIGENT CHARGER WITH ADAPTERS AND CABLES-1, 9)MEMORY CARD OR USB DRIVE 4GB OR MORE- 2,10)DATA CABLE AND SOFTWARE-1,11)MANUAL-1,12)BIPOD/POLE STAND-1,13)SINGLE POLE- 2,14)INSTRUMENT COVER, CASE FOR ACCESSORIES- 1.

**2.7 Generic:**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

**2.8 Generic:**

Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

**2.9 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.

**2.10 Scope of Supply:**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

**2.11 Warranty:**

Warranty period of the supplied products shall be 3 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

**2.12 Warranty:**

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 15 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% 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).Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

**2.13 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.

**2.14 OEM:**

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

**2.15 Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Proven ness criteria shall be as under: The equipment offered by the tenderer shall be considered proven provided the quoted model or similar equipment, as defined below, must have been supplied by the bidder in India to mining industry and/or to the other Industries (Private or Government/ Public Sector Undertaking) and performed satisfactorily for a minimum period of one year from the date of commissioning (window period).

The performance of only those equipment would be considered for assessing proven-ness which have been commissioned 1 year prior to the date of opening of tender but not prior to 5 years from the date of opening of tender. Relevant PO copies need to be submitted along with offer for compliance of above.

"Satisfactory Performance" means the supplied equipment must have achieved the guaranteed annual availability, if any, as per the performance guarantee clause of the supply orders/contracts for a minimum period of one year from the date of commissioning. In case supply orders/ contracts do not have provision for guaranteed annual availability, the bidder will submit satisfactory performance report issued by end users as per benchmark regarding performance of equipment, if any, incorporated in the supply orders/ contracts against which these equipment were supplied.

In case, the Performance Report(s) of the End-User(s) is not available, the bidder shall submit self certification claiming satisfactory performance of the equipment supplied.

Format: "The items covered in the Purchase Order(s)/ Rate Contract(s) copies enclosed with our offer have been fully executed and have performed satisfactorily as per the provisions of respective Purchase Order(s)/ Rate Contract(s) and all the complaints/ claim (s) lodged by the purchaser, if any, have been attended to and no complaints/ claims(s) are pending."

The authenticity of the self-certificate as well as other documents submitted/uploaded by the bidder will solely be their responsibility and appropriate action will be taken by CIL / Subsidiary Company if it is subsequently found to be misleading / false / forged.

"Similar Equipment" shall be such equipment which full fills following: a) Performs almost identical operations as quoted model. b) Should be equal to or higher than the tendered capacity. c) Uses subcomponents, sub-systems and major assemblies of substantially similar design & construction to the model quoted - only ratings/ specifications may differ (Lower or Higher)

Relaxation from above Provenness criteria (for Prior Experience / Turnover) for Startup and Micro & Small Enterprises (MSEs)As per Provision of Policy Circular No.1 (2) (1)/2016-MA dated 10th March 2016 issued by Ministry of Micro, Small and Medium Enterprises, Government of India, prior experience and turnover criteria is not applicable for MSEs bidders and no further documents regarding provenness will be required to be submitted by these category of bidders. Documents for claiming exemption from provenness criteria:

i) Certificate towards quality assurance & capability from some authority like MSME, NSIC etc. for the quoted items.

**OR**

ii) Any favourable technical capability reports given earlier to bidder for supply of the tendered item(s) as per the required specification is available, these may be considered, provided the date of such reports are not more than one year from the date of opening of bids.

**OR**

iii) If bidders have submitted documents to prove Startup/MSE status for the tendered items and whose products are ISI marked / DGMS approved / Current holding Rate Contract with CIL or its subsidiaries for supply of tendered items/supplied and proven in CIL or Subsidiary companies /proven product of the ancillary unit of a subsidiary company of CIL.

**Training:** The supplier has to provide free training to the users (Theoretical & Practical) in 2 phases at least for 7 (Seven) days in each phase. acceptance of this to be submitted with bid.

**Commissioning Report:** The installation / commissioning report will be issued to the supplier only after successful field demonstration of supplied equipment in BCCL.

.

**2.16 Inspection:**

**Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:

**Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC)N/A**

**Post Receipt Inspection at consignee site before acceptance of stores:HOD(Survey), BCCL or his authorized representative**

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