



SR No (61) Contract

Contract No: GEMC-511687746621749

Generated Date: 20-Jul-2021

Bid/RA/PR No: [GEM/2021/B/1242679](#)

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

Financial Approval Detail		Paying Authority Details	
IFD Concurrence:	Yes	Payment Mode:	Offline
Designation of Administrative Approval:	DT P&P	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

Seller Details	
GeM Seller ID:	2206180000513964
Company Name:	CLOUD TECH PRIVATE LIMITED
Contact No.:	08930345768
Email ID:	vimal@cloudtec.in
Address:	207-A, HSIIDC, Manakpur Industrial Estate, Phase-1, Manakpur, Yamunanagar, HARYANA-135001, -
MSME verified:	Yes
MSE Social Category:	General
MSE Gender:	Male
GSTIN:	06AAGCC4158A1Z3 , 06AAGCC4158A1Z3

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

Product Details							
#	Item Description	Category Name	Model	HSN Code	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
1	<b>Product Name</b> : CLOUD TECH Mobile Type on Trolley 27000 to 31000 sqmtr for 100 meter Coverage Area Fog or Mist Generators <b>Brand</b> : CLOUD TECH <b>Brand Type</b> : Registered Brand <b>Catalogue Status</b> : OEM verified catalogue <b>Selling As</b> : OEM	Fog or Mist Generators	Cloud Tech	84248990	3	pieces	2,085,000
Total Order Value (in INR)							2,085,000

Consignee Detail						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: amit.kumar1787@coalindia.in Contact: 62876-98793- GSTIN: 20AAACB7934MFZB Address: Regional Store, Sinidih, Govindpur, Area-3, BCCL, Post- Tundu, Dhanbad, Pincode-828128., DHANBAD, JHARKHAND-828128, India	CLOUD TECH Mobile Type on Trolley 27000 to 31000 sqmtr for 100 meter Coverage Area Fog or Mist Generators	-	3	20-Jul-2021	19-Aug-2021

Product Specification for CLOUD TECH Mobile Type on Trolley 27000 to 31000 sqmtr for 100 meter Coverage Area Fog or Mist Generators		
Specification	Sub-Spec	Value

Generic	Working Principle	Based on a jet of finely atomised water carried by a stream of air generated by a fan.
	Uses of Mist Generator	Urban development zone construction land, demolition site, station storage coal yard, coal washing plant, coking plant, iron ore plant, port and other blowing sand control. The main function is spray dust suppression, and the function of sprinkler and road flushing can effectively inhibit the production of dust.
	Hydraulic Pressure to obtain the required Throw Distance and Droplet Size	10
	Throw Distance $\pm 5\%$	100
	Water Droplet Size ( $\mu\text{m}$ )	30 $\mu\text{m}$ to 50 $\mu\text{m}$
	Coverage Area in sq meter for higher ratings	27000 to 31000 sqmtr for 100 meter
	Coverage Area in sq meter for other ratings (write NA for 80,100 and 120 meter)	15000
	Angle of rotation	adjustable automatically up to a maximum of 320 degree and overridden by allowing full manual control of the machine
	Elevation Pitching Lower and Raise	adjustable between 0 and 45 degrees for the efficient management of range
	System mounting Type	Mobile Type on Trolley
	Sound suppression inbuilt	Yes
Construction	Overall Length of Fog Canon	3.35
	Overall Width of Fog Canon	2.3
	Overall Height of Fog Canon	2.8
	Overall Weight without Trolley	1800
	Overall Weight with Trolley (write NA if not applicable) (Kg)	2200
	Power Consumption of Turbine Fan Motor (KW)	37
	Nominal Current of Turbine Fan Motor (A)	68
	Nominal Voltage & Frequency	3 Phase / 415 V/ 50 Hz
	High Pressure Booster Water Pump	Yes
	Power Consumption of High Pressure Booster Water Pump	11
	Nos of Nozzles in Fog Canon	84
	Water Consumption at 10 Bar Pressure	250
	Water Consumption at 15 Bar Pressure	150
	Water Consumption at 20 Bar Pressure	80
	Water Filter size ( $\mu\text{m}$ )	150
	Material Used for construction	Steel
	Grade of steel	SS304
	Upward rotational Angle	90 degrees from horizontal position
	Rotation left to right	320 degrees
	Water consumption at declared throw distance	250
	Nozzles Type	Soild Cone
	Water Nozzle Material	SS304
	Water Supply Connection diameter	63
Operating Control System	with remote operations through wired operator's panel and wireless operators panel	
Remote Control Range	100	
	Exhaust air velocity	33.5
	Water Discharge capacity ( liter/minute)	250
	Throw length at 0 Beaufort Wind Condition (wind < 1 km/h)	100
	Throw length at 4 Beaufort Wind	

Performance	Condition(wind 20â€”28 km/h)	10
	Throw width at 0 Beaufort Wind Condition (wind < 1 km/h)	10
	Throw height Maximum	33
	Covering surface area in fixed position	4000
	Noise level at full performance for Inbuilt sound suppression system at 1 meters	90
	Noise level at full performance for Inbuilt sound suppression system at 20 meters	65
	Degree of Protection (IP Rating)	IP 55
Certification	Availability of Test Report from Central Govt/ NABL/ ILAC accredited lab to prove conformity of declared parameters	Yes
	Test Report Number and Date	19025000136 28/02/19
	Comprehensive annual maintenance contract plan should be delivered in India	Yes
	Training of operation and maintenance at consignee end by supplier	Yes
	List of initial spares	Nozzles, Filters
	Pre dispatch Inspection by third Party agency	Yes
	On Site Warranty period	1
	Spares and Service support shall be available locally for minimum 7 years by its OEM or authorized Dealer	Yes

#### Corrigendum

1. **Extended Upto** : 2021-06-21 10:00:00

#### Terms and Conditions

##### 1. General Terms and Conditions-

**1.1 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**

**1.2 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.**

**1.2.1 Contracted goods should be delivered at the consignee or designated delivery location as per the working time of the buying organisation. Seller may get the same confirmed from consignee before scheduling delivery.**

**1.2.2 A copy of the contract should be available with the messenger / dispatching agency that delivers the Goods at consignee / delivery location (preferably pasted / attached outside the consignment / package) for easy reference and ease in delivery acceptance.**

**1.3 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.**

**1.4 Performance Security: If the Seller fails or neglects toÂ observe or performÂ any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, theÂ Performance SecurityÂ furnished by the Seller.**

**1.5 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.**

**1.6 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).**

1.7 Limitation of Liability: The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.

1.8 Resolution of disputes: The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.

1.9 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.

1.10 Financial Certificate:

1.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.

1.10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.

1.10.3 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.

1.11 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.

2. Additional Terms and conditions-

2.1 To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid): NABL accredited Lab test report /Govt Lab report proving throw length at different wind conditions starting from zero Beaufort to four Beaufort.

2.2 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.

2.3 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.

2.4 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.

2.5 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.

2.6 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.

2.7 Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

2.8 Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have a Dedicated/toll Free Telephone No. for Service Support.

2.9 Escalation Matrix For Service Support : Bidder/OEM must provide an Escalation Matrix of Telephone Numbers for Service Support.

2.10 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 3 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.

2.11 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 provenness 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 along need to be submitted 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."

2.12 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: GM(E&M) I/C 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.**