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Contract

Bid/RA/PR No:GEM/2020/B/648056

Organisation	Details		Buy	er Detai	ls				
Type: Ministry: Department: Organisation Name Office Zone:	Central PSU Ministry of Coal Materials Management			Name: Sonu Gupta Designation:deputy manager MM Contact No.: Email ID: sonu.gupta@nic.in GSTIN: 20AAACB7934MFZB MM Department, level 3, Commercial Building, Koyla Bhawan, Address: Koyla Nagar,					
			<u> </u>	DH	ANBAD,	JHARKHANI	D-8260	05, India	
Financial Approval DetailIFD Concurrence:YesDesignation of Administrative Approval:DT P&PDesignation of Financial Approval:DT P&P				Paying Authority Details Name: BIKRAM GHOSH Designation:HOD Purchase Finance Email ID: hodpurfin.bccl@nic.in GSTIN: N MM Department, level 3, Commercial Building, Koyla Bhawan, Address: Koyla Nagar, DHANBAD, JHARKHAND-826005, India					
Seller Details									
Company Name: Contact No.: Email ID: Address: MSME verified: MSE Social Categ MSE Gender: GSTIN:	ory:	CSK Technologies 09849795666 cskteck@gmail.com 3-5-885/1,S.A.Towers,Himaya Hyderabad, TELANGANA-500 Yes General Female 36APBPS6439P2Z3	-						
Product Deta	ils				-			-	
Item Description	Category Name		Model	HSN Code	Orde Quar		Jnit	Price hit (Inclusive of all Duties Taxes in INR)	
Miners cap lamp	LED Portable Miner's Cap L Mines (LED Lamp)	amp for use in Underground	CLL5M	8513	7,800	F	pieces 22,106,370		70
otal Order Value (i	in INR)							22,106,3	70
Consignee De	etail					-			
S.No Consign	ee		H	em	Lot No.	Quantity		ivery t After	Delivery To Be Completed By
Contact: 62 GSTIN: - Address: D Dhanbad, J	n: - on1.bccl.jh@gembuyer.in 2876-95727-	ra, BCCL, Post Office- BANSJC	la	iners cap mp	-	7,800	07-A	ug-2020	05-Nov-2020
· · ·	ification for Minors of				•	*			
Product Spec		ap iamp							
Product Spec	Sub-Spec								Value

	Equipment protection by intrinsic safety 'I' is	as per IS/IEC:60079-11:2006 latest
GENERIC	General requirements - Construction and testing in relation to the risk of explosion and Performance and other safety-related matters	as per IS/IEC:60079-35:2011 (Part 1 and 2) latest
CENERIO	DGMS (Director General of Mines Safety) Govt of India approval for LED Cap Lamp	Yes
	If 'Yes' DGMS approval number must declare	SA-21/2008
	BIS License for Equipment protection by intrinsic safety 'I' as per IS/IEC:60079-11:2006 with latest amendment	Yes
	BIS License number (CM/L Number) - Must declare	4771778
	BIS License valid till - Must declare	30-09-2020
	Installation and commissioning of charging racks with charger and cap lamps at the lamp rooms of areas/mines	Yes
	Minimum illumination immediately after switching the battery ON at a distance of 1 metre	> / = 1500 Lux
	Minimum illumination after 12 hrs continuous switched ON at a distance of 1 metre	> / = 1200 Lux
	Life of LED except battery	>/= 30000 working hours
	LED-Color temperature (Minimum)	4700 K
	Battery type	Lithium-ion - Rechargeable
	Battery capacity (min)	4 Ah
	Battery back up time	10-12 hours for Main LED source
	Battery charging time	8 hours
	Life of battery	Minimum 1000 cycles of recharge
CONSTRUCTION	Total weight including battery, lamp head and cable	= 700 grams</td
	Cap lamp is to be provided with min. 1.5 mtr of flexible cable complying DGMS Circular (Approval) No 04/Dhanbad dated 22/07/2016	Yes
	Head piece should fit for clipping with safety helmet	Yes
	On-Off switch - single ON OFF and auxilary light selector (push or Rotary type)	Yes
	Cap lamp shall have auxilary LED for emergency escape light for longer use in case of low battery	Yes
	Cap Lamp battery is to be provided with belt loops suitable for the belt	Yes
	Metallic Charging rack and Charger shall be capable and suitable for charging at least 120 Nos of the LED Cap Lamps simultaneously	Yes
	Charger shall have built in charging clip key assembly for all 120 positions and indicator for showing ON OFF of charging status Input voltage 440V/220V	Yes
	IP Protection rating for Miner's cap lamp as per IS:10322 (Part 1):1982 latest	IP65
	Manufacturer name, model name or number, month and year shall be marked on Each Cap Lamp	Yes
MARKING	DGMS approval number and BIS certificate number Shall be marked on Each Cap Lamp	Yes
	Cable make shall be marked on cable	Yes
	All LED Cap Lamp shall be tested as per IS/IEC:60079-35 Part 1 & 2:2011 with latest amendment thereafter at manufcturer's lab to check its standard before supplying	Yes
	Test reports from CIMFR/Govt test houses as per IS/IEC 60079 11 2006 latest for Intrinsically safety for the tendered lamp shall be furnish to the Purchase authority	Yes
CERTIFICATION	Test reports submitted for and mentioned in DGMS approval and BIS certifiction for the LED Cap Lamp must indicte the make/model of LED Cap Lamp	Yes
	Seller shall furnish declaration for avaialbility of required spares shall be made available with them for the full life	

	period of the tendered item	Yes
	Technical brouchure/Catalogue/Data sheet and spare part list with part number of the supplied items one set per ten numbers of Charger with rack and 120 numbers of lamps shall be furnish to the Purchase authority	Yes
PERFORMANCE TEST	Intrinsically safe circuit test as per IS/IEC 60079 11 2006 latest	Yes
	Impact test and drop test are to be conducted	Yes
	Random samples shall be tested at CIMFR/Govt approved Lab	Yes
	The batch testing is as per DGMS Circular (Approval) Number 19 dated 28/09/2015	Yes

Corrigendum

1. 1: The technical specification of the bid requires declaration of DGMS approval number, BIS License number, Test reports from CIMFR/Govt test houses as per IS/IEC 60079 11 2006. The seller quoting for the Subject Bid shall also have to submit Valid DGMS certificate, BIS License certificate, and CIMFR/Govt Test House reports as additional documents in support of the quoted item

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.

1.3 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 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.

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 are correct under the provision of that Act or the rules 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 Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

2.2 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-imberse the cost of such service / rectification to the Buyer.

2.3 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)

2.4 Preference to Make In India products: Preference shall be given to local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a local supplier, should be as per relevant notification / order issued by the nodal ministry as available on the website of Department of Promotion of Industries and Internal Trade (DPIIT). If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 29.5.2019.

2.5 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 Public Procurement Policy for Micro and Small Enterprises. 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 25% of total value.

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