

Contract



Contract No: GEMC-511687783750872

Generated Date: 16-May-2022

Bid/RA/PR No: [GEM/2022/B/1862489](#)

Organisation Details Type: Central PSU Ministry: Ministry of Coal Department: Materials Management Organisation Name: Bharat Coking Coal Limited Office Zone: Bccl Dhanbad	Buyer Details Designation: Deputy Manager Contact No.: 62876-95266- Email ID: buyer5.bccl.dhn@gembuyer.in GSTIN: 20AAACB7934MFZB Address: MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India
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Financial Approval Detail IFD Concurrence: Yes Designation of Administrative Approval: D(T)OP, BCCL. Designation of Financial Approval: D(T)PP, BCCL.	Paying Authority Details Payment Mode: Offline Designation: HOD Purchase Finance 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)
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Seller Details GeM Seller ID: 66F6200001305501 Company Name: REVATHI EQUIPMENT LIMITED Contact No.: 07397557776 Email ID: sivashankar@revathi.in Address: 331,POLLACHI MAIN ROAD,,MALUMACHAMPATTI POST,, Coimbatore, Tamil Nadu-641050, - MSME verified: No MSME Registration number: - GSTIN: 33AABCR0624D1Z3	
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*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	Product Name : Blast Hole Drill Machine Brand : REL Brand Type : Registered Brand Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM Category Name & Quadrant : Blast Hole Drill Machine (Q3) C 750 E 84304130	2	pieces	41,373,750	NA	82,747,500
2	Product Name : ICT charges for 6.6 KV ELECTRIC ROTARY BLAST HOLE DRILL MACHINE 250MM Brand : NA Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM Category Name & Quadrant : Addon Services for bid (Q3) ICT HSN not specified by seller	2	pieces	8,274,750	NA	16,549,500
Total Order Value (in INR)						99,297,000

Consignee Detail						
S.No	Consignee	Item	Lot	Quantity	Delivery	Delivery To Be

		No.	Start After	Completed By	
1	Designation: - Email ID: surya.sinha@nic.in Contact: 94705-99735- GSTIN: 20AAACB7934MFZB Address: Depot Officer, Regional Store, Block-II, P.O.-Nudkharkee, Dist.- Dhanbad, Jharkhand, Pin code-828307., DHANBAD, JHARKHAND-828307, India	Blast Hole Drill Machine	2	16-May-2022	12-Mar-2023

Product Specification for Blast Hole Drill Machine

Specification	Sub-Spec	Value
Custom Specification	Custom Specification	Yes

Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	80 %
Min Cost Allocation for ICT as a % of product cost	20 %
Number of days allowed for ICT after site readiness communication to seller	28 Days

Seller Specification Document:

1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/07/76/556/CatalogAttrs/SpecificationDocument/2021/9/23/2021_09_23_17_52_40_tech_spec_2021-09-23-17-53-19_438a3a9e37b6222da9589c625eff4c80.pdf
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Buyer Specification Document:

1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/778587/54/78/703/CatalogAttrs/SpecificationDocument/2022/1/13/technical-specification-and-proven-ness_2022-01-13-18-50-35_9c1f06a6446f6f1ef05b695e85a093fe.pdf
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Corrigendum

1. **Extended Upto** : 2022-02-14 12:00:00

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.

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Service & Support:

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

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:

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

2.4 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.

2.5 Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. Years of Past Experience required, Experience criteria and Past Performance clause mentioned in this GeM BID shall be as per Proven-ness criteria given in Buyer Specification Document as such Experience criteria and Past Performance clause mentioned in this GeM BID stands deleted.

2. In respect of Pre-dispatch inspection clause of ATC of this GeM Bid, it shall be noted that before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative only. Before dispatch, the goods shall not inspected by Nominated External Inspection Agency.

2.6 Service & Support:

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

2.7 Past Project Experience:

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

2.8 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.

2.9 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)

2.10 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.

2.11 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.

2.12 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.

2.13 Warranty:

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

2.14 Inspection:

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages. When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

2.15 Generic:

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

2.16 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.

