

Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687750583023

Generated Date | अनुबंध तिथि: 15-Apr-2023

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2023/B/3041782](#)

Schedule Name | अनुसूची नाम: Schedule 2

Organisation Details संगठन विवरण	Buyer Details खरीदार विवरण
Type प्ररूप: Central PSU	Designation पद: Manager
Ministry मंत्रालय: Ministry of Coal	Contact No. संपर्क नंबर: 94705-95938-
Department विभाग: Materials Management	Email ID ईमेल आईडी: mrunal.mehta@nic.in
Organisation Name संगठन का नाम: Bharat Coking Coal Limited	GSTIN जीएसटीआईएन: 20AAACB7934MFZB
Office Zone कार्यालय क्षेत्र: Bccl Dhanbad	Address पता: MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India

Financial Approval Detail वित्तीय स्वीकृति विवरण	Paying Authority Details भुगतान प्राधिकरण विवरण
IFD Concurrence आईएफडी सहमति: No	Role: PAO
Designation of Administrative Approval प्रशासनिक अनुमोदन का पदनाम: DT(P&P)	Payment Mode भुगतान का तरीका: Offline
Designation of Financial Approval वित्तीय अनुमोदन का पदनाम: GM(MM)	Designation पद: Senior Manager
	Email ID ईमेल आईडी: pay8.bccl.dhn@gembuyer.in
	GSTIN जीएसटीआईएन: 20AAACB7934MFZB
	Address पता: MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India
	Payments shall be made to the seller within 21 days of issue
	Payment Timelines भुगतान of consignee receipt-cum-acceptance certificate (CRAC) and समयसीमा: on-line submission of bills (This is in supersession of 10-days time as provided in clause 12 of GeM GTC)

Seller Details विक्रेता विवरण	
GeM Seller ID जेम विक्रेता आईडी: A866180000503281	Company Name कंपनी का नाम: ANALYSER INSTRUMENT COMPANY PRIVATE LIMITED
Contact No. संपर्क नंबर: 09414188611	Email ID ईमेल आईडी: aicplsales@gmail.com
Address पता: E-29 (A), ROAD NO.2, I.P.I.AREA, Kota, RAJASTHAN-324005, -	MSME verified एमएसएमई सत्यापित: Yes
MSME Registration number एमएसएमई पंजीकरण संख्या: RJ24A0010586	GSTIN जीएसटीआईएन: 08AACCA7730N1ZE

*GST / Tax invoice to be raised in the name of | जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा - Consignee

Product Details उत्पाद विवरण						
#	Item Description आइटम विवरण	Ordered Quantity आइटम विवरण	Unit इकाई	Unit Price (INR) इकाई मूल्य (INR)	Tax Bifurcation (INR) कर विभाजन (INR)	Price (Inclusive of all Duties and Taxes in INR) मूल्य (INR में सभी शुल्क और कर सहित)
1	Product Name उत्पाद का नाम: CONTINIOUS AMBIENT AIR QUALITY MONITORING SYSTEM Brand ब्रांड: AIC Brand Type ब्रांड प्रकार: Registered Brand Catalogue Status कैटलॉग की स्थिति: Catalogue not verified by OEM Selling As कैसे बेचा जा रहा है: Reseller not verified by OEM Category Name & Quadrant श्रेणी का नाम और चतुर्थांश: CONTINIOUS AMBIENT AIR QUALITY MONITORING SYSTEM (Q3) Model मॉडल: CAAQMSYS HSN Code एचएसएन कोड: 90271000	7	set	4,887,000	NA	34,209,000
Total Order Value कुल ऑर्डर मूल्य (in INR)						34,209,000

Consignee Detail परेषिती विवरण						
S.No क्र.सं.	Consignee परेषिती	Item वस्तु	Lot No. लॉट नंबर	Quantity मात्रा	Delivery Start After दिनांक के बाद डिलीवरी शुरू करना है	Delivery To Be Completed By वितरण पूरा कब तक करना है

1	Designation पद : - Email ID ईमेल आईडी : ajay.rajbhar@nic.in Contact संपर्क : 73555-29643- GSTIN जीएसटीआईएन : 20AAACB7934MFZB Address पता : Office of General Manager, Barora Area (Area-I), BCCL, P.O. Nawagarh, Dhanbad, Pin code-828306., DHANBAD, JHARKHAND-828306, India	CONTINIOUS AMBIENT AIR QUALITY MONITORING SYSTEM	-	1	15-Apr-2023	14-Jul-2023
2	Designation पद : - Email ID ईमेल आईडी : rahul.babu@nic.in Contact संपर्क : 62876-97229- GSTIN जीएसटीआईएन : 20AAACB7934MFZB Address पता : Office of Depot Officer , Post Office Lodna, DHANBAD, JHARKHAND., DHANBAD, JHARKHAND-828131, India	CONTINIOUS AMBIENT AIR QUALITY MONITORING SYSTEM	-	1	15-Apr-2023	14-Jul-2023
3	Designation पद : - Email ID ईमेल आईडी : s.rabidas@nic.in Contact संपर्क : 94705-97799- GSTIN जीएसटीआईएन : 20AAACB7934MFZB Address पता : Depot Officer, Regional Store, Laikdih, Post Chirkunda, DHANBAD, JHARKHAND-828202, India	CONTINIOUS AMBIENT AIR QUALITY MONITORING SYSTEM	-	1	15-Apr-2023	14-Jul-2023
4	Designation पद : - Email ID ईमेल आईडी : mahendra.k5143@nic.in Contact संपर्क : 08580-026433- GSTIN जीएसटीआईएन : 20AAACB7934MFZB Address पता : Depot Officer, Regional Store, E.J. AREA, POST : BHOWRA, DHANBAD., DHANBAD, JHARKHAND-828302, India	CONTINIOUS AMBIENT AIR QUALITY MONITORING SYSTEM	-	1	15-Apr-2023	14-Jul-2023
5	Designation पद : - Email ID ईमेल आईडी : prashant.k88@nic.in Contact संपर्क : 62876-98793- GSTIN जीएसटीआईएन : 20AAACB7934MFZB Address पता : Regional Store, Sinidih, Govindpur, Area-3, BCCL, Post- Tundu, Dhanbad, Pincode-828128., DHANBAD, JHARKHAND-828128, India	CONTINIOUS AMBIENT AIR QUALITY MONITORING SYSTEM	-	1	15-Apr-2023	14-Jul-2023
6	Designation पद : - Email ID ईमेल आईडी : surya.sinha@nic.in Contact संपर्क : 94705-99735- GSTIN जीएसटीआईएन : 20AAACB7934MFZB Address पता : Depot Officer, Regional Store, Block-II, P.O.-Nudkharkee, Dist.- Dhanbad, Jharkhand, Pin code-828307., DHANBAD, JHARKHAND-828307, India	CONTINIOUS AMBIENT AIR QUALITY MONITORING SYSTEM	-	1	15-Apr-2023	14-Jul-2023
7	Designation पद : - Email ID ईमेल आईडी : buyer4.bccl.jh@gembuyer.in Contact संपर्क : 94705-99317- GSTIN जीएसटीआईएन : 20AAACB7934MFZB Address पता : Office of General Manager, Western Jharia Area of BCCL, Moonidih Rd, Putkee, Jharkhand 828129, DHANBAD, JHARKHAND-828129, India	CONTINIOUS AMBIENT AIR QUALITY MONITORING SYSTEM	-	1	15-Apr-2023	14-Jul-2023

Product Specification for CONTINIOUS AMBIENT AIR QUALITY MONITORING SYSTEM

Specification विनिर्देश	Sub-Spec उप-विनिर्देश	Value मूल्य
Custom Specification	Custom Specification	Yes

Comprehensive maintenance charges for | व्यापक रखरखाव के लिए शुल्क CONTINIOUS AMBIENT AIR QUALITY MONITORING SYSTEM

Service Year सेवा वर्ष	CMC Percentage सीएमसी प्रतिशत	Tax Bifurcation कर द्विभाजन
CMC charges for 1 st year after warranty period in % of cost of equipment	5%	NA
CMC charges for 2 nd year after warranty period in % of cost of equipment	5%	
CMC charges for 3 rd year after warranty period in % of cost of equipment	5%	
CMC charges for 4 th year after warranty period in % of cost of equipment	5%	
CMC charges for 5 th year after warranty period in % of cost of equipment	5%	

Seller Specification Document | विक्रेता विशिष्टता दस्तावेज़:

1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/58/33/136/CatalogAttrs/SpecificationDocument/2021/6/10/2021_06_10_11_39_46_aaqms-datasheet_2021-06-10-11-39-50_0d9d04b9deffbe66c85af8e618c5359c.pdf
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Buyer Specification Document | खरीदार विशिष्टता दस्तावेज़:

1. [SpecificationDocument](#)

mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/48366/54/78/703/Catalog
Attrs/SpecificationDocument/2023/1/25/caaqms_tech-specs-without-pm10-analyser_2023-01-25-18-45-
59_64
b00a9efa37d853292e1a32d1c17f97.pdf

Corrigendum | शुद्धिपत्र

1. Extended Upto | तक बढ़ाया गया : 2023-02-22 15:00:00
2. Extended Upto | तक बढ़ाया गया : 2023-02-25 11:00:00
3. Extended Upto | तक बढ़ाया गया : 2023-03-01 12:00:00

Buyer added Bid Specific Additional Scope of Work | खरीदार द्वारा जोड़ी गई बोली का विशिष्ट अतिरिक्त कार्य

S.No क्र.सं	Document Title दस्तावेज़ का शीर्षक	Description विवरण	Applicable i.ro. Items लागू आईआरओ सामान	
1	scope of work View	scope of work	COAAQMS(5)	COAAQMS (Without PM10)(7)
2	CAMC View	CAMC	COAAQMS(5)	COAAQMS (Without PM10)(7)
3	list of location View	list of location	COAAQMS(5)	COAAQMS (Without PM10)(7)

ePBG Detail | ईपीबीजी विवरण

Advisory Bank सलाहकार बैंक :	AXIS BANK LTD
ePBG Percentage(%) ईपीबीजी प्रतिशत (%) :	10.00
The bidder shall furnish ePBG as applicable as per bid's terms and conditions बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा	

Terms and Conditions | नियम और शर्तें

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 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)

2.2 Generic:

Bidders shall quote only those products (Part of Service delivery) 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.

2.3 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](#).

2.4 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:

The seller is required to print logo as per buyer's requirement.

2.6 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.

2.7 Generic:

Manufacturer Authorization:Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

2.8 Generic:

OPTIONAL SITE VISIT:

1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder.

YES

2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.

3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

2.9 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.

2.10 Service & Support:

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

2.11 Service & Support:

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

2.12 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.

2.13 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):

NA

Post Receipt Inspection at consignee site before acceptance of stores:

HOD Envt or his authorized representative

2.14 Warranty:

Warranty period of the supplied products shall be 2 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.

2.15 Warranty:

Over and above the normal Warranty terms as per GeM GTC, the successful bidder / OEM shall have to provide Comprehensive Warranty during the entire Standard warranty period as per contract. : The comprehensive warranty shall be covering the following scope

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(Upload an undertaking with the bid confirming compliance by the bidder if Bidder is taking onus of this compliance. In case OEM is taking onus of this compliance, OEM undertaking is to be uploaded along with Bidder undertaking)

2.16 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.

2.17 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 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.

2.18 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:

SCOPE OF WORK

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2.19 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.

2.20 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

1)TERMS FOR COMPREHENSIVE WARRANTY

A)Warranty period of the supplied products shall be 2 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 B) Replacement under warranty clause shall be made by the Seller free of all charges at site including freight, insurance and other incidental charges. During the warranty period, the Seller

r shall remain responsible to arrange replacement in next Business day (NBD) and for setting right at his own cost any equipment installed by him which is of defective manufacture or design or becomes unworkable due to any cause whatsoever. The decision of the Buyers representative in this regard to direct the contractor to attend to any damage or defect in work shall be final and binding on the Seller.

C) The Bidder shall be responsible for any defects that may develop under the conditions provided by the contract and under proper USE, arising FROM faulty materials, design OR workmanship such AS corrosion, inadequate quantity of material TO meet equipment requirements, inadequate contact protection, deficiencies in design AND/ OR otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.

Warranty shall include COST OF SPARES, CONSUMABLES, PERIODIC SITE VISIT ETC

2) Proven ness Criteria: The equipment offered by the tenderer shall be considered proven provided the offered model/item with same or higher specification, 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, commissioning certificate issued by User Organization need to be submitted along with offer for compliance of above achieved the guaranteed annual availability and satisfactory performance, 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.

Considering the practical difficulties in obtaining the Performance Reports in cases where provenness of the offered product is being ascertained on the basis of supply made in other subsidiaries of CIL or other PSUs/Govt Department/Private Organizations, the bidder shall submit a self-certificate in the following format along with proof of payment against the Purchase Order/ Rate Contract and commissioning certificates (in case of equipment, P&M etc where erection & commissioning is required):

"The items covered in the purchase order/ rate contract(s) copies enclosed with our offer have been fully executed and have performed satisfactorily as per the provisions of the respective purchase order/ rate contract(s) and all the complaints lodged by the purchaser, if any, have been attended to and no complaints/ claims are pending."

3)The specific CAMC terms uploaded with the Bid document will supersede the general Additional Clause For Comprehensive Maintenance Charges where conflicting.

4)The ePBG against CAMC may be considered as 5%

2.21 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document [Click here to view the file](#).

2.22 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.

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

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।