

## Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687764435705

Generated Date | अनुबंध तिथि: 22-Sep-2023

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2023/B/3520474](#)

Organisation Details   संगठन विवरण	Buyer Details   खरीदार विवरण
Type   प्ररूप: Central PSU	Designation   पद: Manager MM
Ministry   मंत्रालय: Ministry of Coal	Contact No.   संपर्क नंबर: 0712-2511381-5824
Department   विभाग: Materials Management	Email ID   ईमेल आईडी: shshaik@coalindia.in
Organisation Name   संगठन का नाम: Western Coalfields Ltd	GSTIN   जीएसटीआईएन: 27AAACW1578L1ZW
Office Zone   कार्यालय क्षेत्र: Western Coalfields Limited / Nagpur	Address   पता: WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA-440001, 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: GM(MM)	Payment Mode   भुगतान का तरीका: Offline
Designation of Financial Approval   वित्तीय अनुमोदन का पदनाम: CM(F)	Designation   पद: Dy Manager Fin
	Email ID   ईमेल आईडी: sprathi@westerncoal.gov.in
	GSTIN   जीएसटीआईएन: 27AAACW1578L1ZW
	Address   पता: WCL Hqrs, Coal Estate, Civil Lines, NAGPUR CITY, MAHARASHTRA-440001, India

Seller Details   विक्रेता विवरण	
GeM Seller ID   जेम विक्रेता आईडी: C670190000918196	Company Name   कंपनी का नाम: AQUA MACHINERIES PRIVATE LIMITED
Contact No.   संपर्क नंबर: 08000155323	Email ID   ईमेल आईडी: invoice@aquapumps.com
Address   पता: S. NO. 504/1+2, 442/2, NR. HARIDARSHAN ESTATE, NEAR HARIDARSHAN ESTATE, RAMOL, VATVA, AHMEDABAD, GUJARAT-382445, -	MII Status   एमआईआई स्थिति: True
MSME verified   एमएसएमई सत्यापित: No	MSME Registration number   एमएसएमई पंजीकरण संख्या: -
GSTIN   जीएसटीआईएन: 24AACCP3014A1ZB	

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

Delivery Instructions | वितरण निर्देश: NA

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: AMS Brand   ब्रांड: AQUA 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: AMS (Q3) Model   मॉडल: AMS HSN Code   एचएसएन कोड: 84137096	2	set	7,717,790	NA	15,435,580
Total Order Value   कुल ऑर्डर मूल्य (in INR)						15,435,580

Consignee Detail   परेषिती विवरण						
S.No   क्र.सं.	Consignee   परेषिती	Item   वस्तु	Lot No.   लॉट नंबर	Quantity   मात्रा	Delivery Start After   दिनों के बाद डिलीवरी शुरू करना है	Delivery To Be Completed By   वितरण पूरा कब तक करना है
1	Designation   पद: - Email ID   ईमेल आईडी: abhimanue.katoch@nic.in Contact   संपर्क: 90102-08572- GSTIN   जीएसटीआईएन: 27AAACW1578L1ZW	AMS	-	2	22-Sep-2023	20-Jan-2024

Address | पता : Regional Stores, WCL P.O. Umrer Project Dist. Nagpur M.S.  
Pin 441204,  
NAGPUR, MAHARASHTRA-441204, India

## Product Specification for AMS

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

## Comprehensive maintenance charges for | व्यापक रखरखाव के लिए शुल्क AMS

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%	

## Seller Specification Document | विक्रेता विशिष्टता दस्तावेज़:

1. <a href="#">SpecificationDocument1</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/00/16/753/CatalogAttrs/SpecificationDocument/2023/6/13/2023_06_13_10_20_27_technical_specification_2023-06-13-10-20-33_7d4ff746997dcb94bcbd318f78187385.pdf
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## Buyer Specification Document | खरीदार विशिष्टता दस्तावेज़:

1. <a href="#">SpecificationDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/101575/54/78/703/CatalogAttrs/SpecificationDocument/2023/5/29/tps_2023-05-29-13-30-46_abd52791601feb6954710fc08c48b1a3.pdf
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## Corrigendum | सुद्धिपत्र

1. **Extended Upto** | तक बढ़ाया गया : 2023-07-04 12:00:00

## Additional Clauses for CMC | सीएमसी के लिए अतिरिक्त खंड

- 1.CMC shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, after satisfactory completion of Warranty. During the CMC period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months or as per user requirement. Cost of consumables shall not be included in CMC.Further there will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
- 2.CMC charges to be indicated as percentage of cost of equipment quoted for each year after the warranty period.
- 3.GST shall be included in the CMC Charges quoted.
- 4.Cost of CMC will be added for Ranking/Evaluation purpose with depreciation formula.A 10% discounting rate per year shall be applied on CMC Charges for price evaluation on Net Present Value.
- 5.The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user.
- 6.While creating a bid or RA, buyers shall indicate whether CMC is required against Yes/No" options. If CMC Charges are included, an option for number of years for CMC required after the warranty period shall be available.Under this option up to 10 years can be chosen for CMC charges beyond warranty period.
- 7.In case the bid has a provision for CMC, the warranty of the product will also be deemed to have been converted into Comprehensive warranty including preventive maintenance and calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, during the Warranty Period also. Sellers are therefore advised to include the cost of Comprehensive Warranty including spares (excluding consumables) also in product Cost.
- 8.The CMC functionality shall be available in bid only and no direct RA shall be applicable.In case of bid to R/A decrement rules shall be applicable on total price inclusive of CMC charges. Bunching of products shall not be available while creating bids with CMC charges.
  - 8.1.Buyer shall indicate number of years of warranty by selecting different options available in the field depending on warranty parameter applicable in category parameters for the equipment. No. of years of warranty indicated here shall supersede the warranty period indicated elsewhere in bid or product specifications. The Seller while participating in Bid/RA will get fields to indicate CMC charges as percentage depending on number of years of CMC selected by Buyer. The following shall be applicable, if 5 year CMC selected:
    - CMC charges for 1st year after warranty period- Percentage to be indicated- A1
    - CMC charges for 2nd year after warranty period- Percentage to be indicated- A2
    - CMC charges for 3rd year after warranty period - Percentage to be indicated- A3
    - CMC charges for 4th year after warranty period - Percentage to be indicated- A4
    - CMC charges for 5th year after warranty period - Percentage to be indicated- A5Similarly, A6 to A10 are to be indicated for 6th to 10th year of CMC if applicable.
  - 8.2.The calculation of CMC Charges shall take into account the number of years of warranty and duration of CMC as specified while creating bid.
  - 8.3.In the price evaluation, the system shall provide function to calculate the cost of each equipment by formula indicated below including CMC and then show the inter-se-ranking of the bidders. The following are the variables
    - (i) Number of years for which CMC required.
    - (ii) Number of years of product warrantyThe formula for calculating total cost including CMC charges shall be as under:  
Total Cost for evaluation=  
 $C+C*((A1/100)/(1.10^n)+(A2/100)/(1.10^{n+1})+(A3/100)/(1.10^{n+2})+(A4/100)/(1.10^{n+3})+(A5/100)/(1.10^{n+4}))$  and so on  
C - Cost for equipment quoted and n shall be number of years of product warranty specified.  
If 2 year warranty specified, n shall be 2 and if 5 year warranty specified, n shall be 5. A1,A2, A3, A4& A5shall depend on how many years CMC selected. For 3 year CMC, only A1,A2 and A3 factors are to be taken into account and A4 and A5 will not be applicable.
  - 8.4.CMC charges offered for each subsequent year should be same or higher than preceding year.
  - 8.5.The CMC charges shall be offered within range of 3 to 10% of cost of equipment.
- 9.Since CMC charges are to be paid only later for each year during CMC period,applicable performance guarantee amount after placement of contract shall be based on the cost of equipment excluding the cost of CMC Charges.
- 10.Performance bank guarantee applicable for CMC is to be submitted at start of the CMC and shall be applicable between 2.5% to 10% as specified in bid on total CMC

Charges. The PBG submitted after award of contract shall be released only after new PBG for the CMC period is submitted and accepted by buyer/consignee after due verification. Bank guarantee for CMC is to remain valid till completion of CMC period plus one year. The bank guarantee for CMC shall be submitted to buyer directly. In case, seller fails to submit the PBG or does not provide services for the CMC contract after expiry of warranty period then PBG of equipment shall be forfeited.

11. In case of splitting of order quantity, equipment cost and CMC charges offered by L1 bidder shall be matched by higher quoting eligible bidders on one-to-one basis. The equipment cost and CMC charges (year to year) shall be matched individually.

12. The CMC Contract shall be an offline contract to be handled by buyer. The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user and scope of CMC will be as per para 1 above.

## ePBG Detail | ईपीबीजी विवरण

Advisory Bank | सलाहकार बैंक :

NA

ePBG Percentage(%) | ईपीबीजी प्रतिशत (%) :

NA

## 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 Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

#### 2.2 Scope of Supply:

Scope of supply (Bid price to include all cost components) : Only supply of Goods

#### 2.3 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.

#### 2.4 Generic

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

#### 2.5 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](#)

#### 2.6 Forms of EMD and PBG:

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

WESTERN COALFIELDS LTD

Account No.

10205966091

IFSC Code

SBIN0009060

Bank Name

STATE BANK OF INDIA

Branch address

COAL ESTATE BRANCH CIVIL LINES, NAGPUR 440001

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

#### 2.7 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

1. This bid is for Procurement of Horizontal Monoshaft Submerged De-watering Pumpset with electrical 200LPS, 250 meter head CI construction on trial tender basis

#### 2. Instruction to MSE Bidder:

If the MSE bidder wants to avail MSE purchase preference then bidder has to registered their status as MSE on GeM portal and also will have to claim purchase preference on GeM portal while participating in bid, in case bidder failed to claim MSE purchase preference on GeM portal then they will not get benefit of MSE purchase preference.

3. Security deposit, liquidated damages/penalty for late delivery, risk purchase clauses will not be applicable for developmental/ trial orders.

4. The average Annual Financial Turnover of the bidder during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the total estimated value of the tender.

#### 2.8 Buyer Added Bid Specific ATC:

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

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।