

Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-51168772850171

Generated Date | अनुबंध तिथि: 20-Sep-2023

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2023/B/3171411](#)

Organisation Details संगठन विवरण	Buyer Details खरीदार विवरण
Type प्ररूप: Central PSU	Designation पद: Asstt Manager MM
Ministry मंत्रालय: Ministry of Coal	Contact No. संपर्क नंबर: 0712-2511381-5585
Department विभाग: Materials Management	Email ID ईमेल आईडी: vsgajbhiye@westerncoal.gov.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)HOD/P	Payment Mode भुगतान का तरीका: Offiine
Designation of Financial Approval वित्तीय अनुमोदन का पदनाम: AF(MM)	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: 4AC3200001131058	Company Name कंपनी का नाम: MIMEC ELECTRONICS PRIVATE LIMITED
Contact No. संपर्क नंबर: 09031035225	Email ID ईमेल आईडी: mimecelectronicsp@yahoo.com
Address पता: PLOT NO. 5, Namkum Industrial Area Namkum Ranchi, Namkum, namkum, Ranchi, JHARKHAND-834010, -	MII Status एमआईआई स्थिति: True
MSME verified एमएसएमई सत्यापित: Yes	MSME Registration number एमएसएमई पंजीकरण संख्या: UDYAM-JH-20-0013365
MSE Social Category एमएसई सामाजिक श्रेणी: General	MSE Gender एमएसई लिंग श्रेणी: Male
GSTIN जीएसटीआईएन: 20AABCM9682L1Z6	

*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: Consignee address shall be as per GeM Bid

Product Details उत्पाद 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: DGMS APPROVED INTRINSICALLY SAFE UNDERGROUND COMMUNICATION SYSTEM Brand ब्रांड: MIMEC Brand Type ब्रांड प्रकार: Unbranded 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: DGMS APPROVED INTRINSICALLY SAFE UNDERGROUND COMMUNICATION SYSTEM (Q3) Model मॉडल: MIC 102 AT HSN Code एचएसएन कोड: HSN not specified by seller	4	set	1,657,900	NA	6,631,600
2	Product Name उत्पाद का नाम: DGMS APPROVED INTRINSICALLY SAFE UNDERGROUND COMMUNICATION SYSTEM Brand ब्रांड: MIMEC Brand Type ब्रांड प्रकार: Unbranded 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: DGMS APPROVED INTRINSICALLY SAFE UNDERGROUND COMMUNICATION SYSTEM (Q3) Model मॉडल: MIC 102 AT HSN Code एचएसएन कोड: HSN not specified by seller	1	set	1,893,900	NA	1,893,900
Total Order Value कुल ऑर्डर मूल्य (in INR)						8,525,500

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 : bkmajhi@coalindia.in Contact संपर्क : 07173-254042- GSTIN जीएसटीआईएन : 27AAACW1578L1Z4 Address पता : Regional Stores, WCL Ballarpur Area PO Sasti Distt Chandrapur (M.S) Pin 442 706, Chandrapur, MAHARASHTRA-442706, India	DGMS APPROVED INTRINSICALLY SAFE UNDERGROUND COMMUNICATION SYSTEM	-	1	20-Sep-2023	29-Nov-2023
2	Designation पद : - Email ID ईमेल आईडी : sameer.pathak68@coalindia.in Contact संपर्क : - GSTIN जीएसटीआईएन : - Address पता : Regional Stores, Western Coalfields Limited Pathakhera Area P.O.-:Pathakhera Colliery-460449, Distt.-:Betul.(M.P) GSTN: 23AAACW1578L1Z4, BETUL, MADHYA PRADESH-460449, India	DGMS APPROVED INTRINSICALLY SAFE UNDERGROUND COMMUNICATION SYSTEM	-	1	20-Sep-2023	29-Nov-2023
3	Designation पद : - Email ID ईमेल आईडी : maansari022@westerncoal.gov.in Contact संपर्क : 758-7595303- GSTIN जीएसटीआईएन : 23AAACW1578L1Z4 Address पता : Regional Stores, WCL Pench Area P.O CHANDAMETA Distt. Chhindwara, M.P 480447 GSTN: 23AAACW1578L1Z4, CHHINDWARA, MADHYA PRADESH-480447, India	DGMS APPROVED INTRINSICALLY SAFE UNDERGROUND COMMUNICATION SYSTEM	-	2	20-Sep-2023	29-Nov-2023
4	Designation पद : - Email ID ईमेल आईडी : ujawal.rane@nic.in Contact संपर्क : 07146-271433- GSTIN जीएसटीआईएन : 23AAACW1578L1Z4 Address पता : Regional Stores, Western Coalfields Limited Pathakhera Area P.O.-:Pathakhera Colliery-460449, Distt.-:Betul.(M.P) GSTN: 23AAACW1578L1Z4, BETUL, MADHYA PRADESH-460449, India	DGMS APPROVED INTRINSICALLY SAFE UNDERGROUND COMMUNICATION SYSTEM	-	1	20-Sep-2023	29-Nov-2023

Product Specification for DGMS APPROVED INTRINSICALLY SAFE UNDERGROUND COMMUNICATION SYSTEM

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

Comprehensive maintenance charges for | व्यापक रखरखाव के लिए शुल्क DGMS APPROVED INTRINSICALLY SAFE UNDERGROUND COMMUNICATION 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	7.91%	NA
CMC charges for 2 nd year after warranty period in % of cost of equipment	7.92%	
CMC charges for 3 rd year after warranty period in % of cost of equipment	7.92%	

Seller Specification Document | विक्रेता विशिष्टता दस्तावेज़:

1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/15/72/616/CatalogAttrs/SpecificationDocument/2021/9/23/2021_09_23_10_57_59_technical-specification-mic-102_2021-09-23-10-58-06_a04b5c7a2fab764880eb5ba97e33ab8a.pdf
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Buyer Specification Document | खरीदार विशिष्टता दस्तावेज़:

1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/100431/54/78/703/CatalogAttrs/SpecificationDocument/2023/2/21/techspecs-30-line-intrinsically-safe-auto-manual-un_2023-02-21-16-35-03_253f02446ccca8cad7135ba53e2d5e77.pdf
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Product Specification for DGMS APPROVED INTRINSICALLY SAFE UNDERGROUND COMMUNICATION SYSTEM

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

Comprehensive maintenance charges for | व्यापक रखरखाव के लिए शुल्क DGMS APPROVED INTRINSICALLY SAFE UNDERGROUND

COMMUNICATION 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	7.98%	NA
CMC charges for 2 nd year after warranty period in % of cost of equipment	7.98%	
CMC charges for 3 rd year after warranty period in % of cost of equipment	7.98%	

Seller Specification Document | विक्रेता विशिष्टता दस्तावेज़:

1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/15/72/616/CatalogAttrs/SpecificationDocument/2021/9/23/2021_09_23_10_57_59_technical-specification-mic-102_2021-09-23-10-58-06_a04b5c7a2fab764880eb5ba97e33ab8a.pdf
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Buyer Specification Document | खरीदार विशिष्टता दस्तावेज़:

1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/100431/54/78/703/CatalogAttrs/SpecificationDocument/2023/2/21/techspecs-50-line-intrinsically-safe-auto-manual-un_2023-02-21-16-36-36_92befbfea6825c0fc9e26ac28c6b3687.pdf
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Corrigendum | शुद्धिपत्र

1. **Extended Upto** | तक बढ़ाया गया : 2023-04-04 09:00:00

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- A5

Similarly, 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 includingCMC 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 warranty

The 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 be2 and if 5 year warranty specified, n shall be 5. A1,A2, A3, A4& A5shall depend on how many years CMC selected. For3 yearCMC, 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 :	ICICI
ePBG Percentage(%) ईपीबीजी प्रतिशत (%) :	3.00
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 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 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.

2.3 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.

2.4 Scope of Supply:

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

2.5 Forms of EMD and PBG:

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

WESTERN COALFIELDS LTD

payable at
NAGPUR

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

2.6 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

WESTERN COALFIELDS LTD

payable at
NAGPUR

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

2.7 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।