

## Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687715364152

Generated Date | अनुबंध तिथि: 25-Aug-2023

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2023/B/3125334](#)

Organisation Details   संगठन विवरण	Buyer Details   खरीदार विवरण
Type   प्ररूप: Central PSU Ministry   मंत्रालय: Ministry of Coal Department   विभाग: MAHANADI COALFIELDS LIMITED Organisation Name   संगठन का नाम: MAHANADI COALFIELDS LIMITED Office Zone   कार्यालय क्षेत्र: MAHANADI COALFIELDS LIMITED	Designation   पद: Sunil Dajgude Dy Mgr MM Contact No.   संपर्क नंबर: - Email ID   ईमेल आईडी: sunilt.dajgude@coalindia.in GSTIN   जीएसटीआईएन: 21AABCM5188P1Z3 Address   पता: MAHANADI COALFIELDS LIMITED, PO - JAGRUTI VIHAR, BURLA, SAMBALPUR, ODISHA-768020, India

Financial Approval Detail   वित्तीय स्वीकृति विवरण	Paying Authority Details   भुगतान प्राधिकरण विवरण
IFD Concurrence   आईएफडी सहमति: No Designation of Administrative Approval   प्रशासनिक अनुमोदन का पदनाम: GM(MM)/HOD Designation of Financial Approval   वित्तीय अनुमोदन का पदनाम: DY GM(FIN)	Role: PAO Payment Mode   भुगतान का तरीका: Offline Designation   पद: DEEPAK KUMAR BURMA MGR FIN Email ID   ईमेल आईडी: dkburma@coalindia.in GSTIN   जीएसटीआईएन: 21AABCM5188P1Z3 Address   पता: MAHANADI COALFIELDS LIMITED, AT /PO - JAGRUTI VIHAR, BURLA, SAMBALPUR, ODISHA-768020, India

Seller Details   विक्रेता विवरण	
GeM Seller ID   जेम विक्रेता आईडी: DB6518000092083 Company Name   कंपनी का नाम: VARELI TECNAC PRIVATE LIMITED Contact No.   संपर्क नंबर: 09830033533 Email ID   ईमेल आईडी: info@vareli.co.in Address   पता: 14/1B, EZRA STREET, WORLD TRADE CENTER, 9TH FLOOR, EZRA STREET, EZRA STREET, Kolkata, WEST BENGAL-700001, - MII Status   एमआईआई स्थिति: True MSME verified   एमएसएमई सत्यापित: No MSME Registration number   एमएसएमई पंजीकरण संख्या: UDYAM-WB-10-0002080 MSE Social Category   एमएसएमई सामाजिक श्रेणी: General MSE Gender   एमएसएमई लिंग श्रेणी: Male GSTIN   जीएसटीआईएन: 19AAACV8790P1ZA	

\*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	<b>Product Name</b>   उत्पाद का नाम: Universal <b>Brand</b>   ब्रांड: Universal <b>Brand Type</b>   ब्रांड प्रकार: Registered Brand <b>Catalogue Status</b>   कैटलॉग की स्थिति: Catalogue not verified by OEM <b>Selling As</b>   कैसे बेचा जा रहा है: Reseller not verified by OEM <b>Category Name &amp; Quadrant</b>   श्रेणी का नाम और चतुर्थांश: Universal (Q3) <b>Model</b>   मॉडल: Universal <b>HSN Code</b>   एचएसएन कोड: HSN not specified by seller	1	set	2,072,482	NA	2,072,482
2	<b>Product Name</b>   उत्पाद का नाम: ICT charges for Supply, installation, commissioning and maintenance of LAN <b>Brand</b>   ब्रांड: NA <b>Brand Type</b>   ब्रांड प्रकार: Unbranded <b>Catalogue Status</b>   कैटलॉग की स्थिति: Catalogue not verified by OEM <b>Selling As</b>   कैसे बेचा जा रहा है: Reseller not verified by OEM <b>Category Name &amp; Quadrant</b>   श्रेणी का नाम और चतुर्थांश: Addon Services for bid (Q3) <b>Model</b>   मॉडल: ICT <b>HSN Code</b>   एचएसएन कोड: HSN not specified by seller	1	pieces	1,050,263	NA	1,050,263
Total Order Value   कुल ऑर्डर मूल्य (in INR)						3,122,745

## 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 : depot-off-ikpa.mcl@coalindia.in Contact   संपर्क : 094-38877590- GSTIN   जीएसटीआईएन : 21AABCM5188P1Z3 Address   पता : Office of the Chief General Manager, Mahanadi Coalfields Limited, Lakhapur Area, At/PO Bandhbahal, Via, Belpahar, JHARSUGUDA, ODISHA-768211, India	Universal	-	1	25-Aug-2023	23-Nov-2023

## Product Specification for Universal

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

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

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	8.75%	NA
CMC charges for 2 nd year after warranty period in % of cost of equipment	8.75%	
CMC charges for 3 rd year after warranty period in % of cost of equipment	8.75%	
CMC charges for 4 th year after warranty period in % of cost of equipment	8.75%	
CMC charges for 5 th year after warranty period in % of cost of equipment	8.75%	

## Installation Commissioning and Testing (ICT) details for the above item | उपरोक्त मद के लिए स्थापना कमीशनिंग और परीक्षण (आईसीटी) विवरणः

% 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	30 Days

## Seller Specification Document | विक्रेता विशिष्टता दस्तावेज़ः

1. <a href="#">SpecificationDocument1</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/53/60/387/CatalogAttrs/SpecificationDocument/2023/4/7/2023_04_07_16_46_41_tps_2023-04-07-16-46-43_ccafb8eb381bf4e85c7423a1ee011395.pdf
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## Buyer Specification Document | खरीदार विशिष्टता दस्तावेज़ः

1. <a href="#">SpecificationDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/575576/54/78/703/CatalogAttrs/SpecificationDocument/2023/2/11/tps_2023-02-11-12-52-05_544d0c4fbb0b56f5e231bbc2ffebc3eb.pdf
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## Corrigendum | शुद्धिपत्र

1. Extended Upto | तक बढ़ाया गया : 2023-04-17 17:00:00

## 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 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 warranty

The formula for calculating total cost including CMC charges shall be as under:

Total Cost for evaluation=

$C + C * \left\{ \frac{A1}{100} / (1.10^n) + \frac{A2}{100} / (1.10^{n+1}) + \frac{A3}{100} / (1.10^{n+2}) + \frac{A4}{100} / (1.10^{n+3}) + \frac{A5}{100} / (1.10^{n+4}) \right\}$  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 & A5 shall 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 5% 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 :

State Bank of India

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

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 %.

#### 2.3 Generic

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

#### 2.4 Generic

IT equipment shall be IPv6 ready from day one.

#### 2.5 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. NO EXTRA/ADDITIONAL COST TO MCL.

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.

#### 2.6 *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 *Scope of Supply:*

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

#### 2.8 *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.

#### 2.9 *Service & Support:*

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

#### 2.10 *Service & Support:*

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

#### 2.11 *Warranty:*

Warranty period of the supplied products shall be 1 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.

#### 2.12 *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.

#### 2.13 *Buyer Added Bid Specific ATC:*

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

#### 2.14 *Buyer Added Bid Specific ATC:*

Buyer Added text based ATC clauses

1. The scope of supply includes supply at the consignee location i.e. Regional/central store, Lakhanpur Area, MCL, Bandhabahal, Odisha 768211 and the installation and commissioning at the MCL HQ Corporate Office, Jagriti Vihar, Burla, Sambalpur, Odisha 768020
2. Product/Product delivery should comply with, ensuring the quality of service, protection of the environment and health& safety during and after their activities, as per company /Govt. norms.
3. The clarification/shortfall document if any will be sought only once. The document submitted in the representation after technical acceptance will not be accepted.
4. The detailed scope of work should be referred enclosed in ATC document before participation in the BID by bidder.
5. The PBG as mentioned in the ATC will supersede the PBG percentage and duration mentioned elsewhere in the BID document. (EMD 2%, EPBG(SD):3% for 6 month, EPBG(Equipment) 10% (equipment and installation cost)for 15 months, EPBG(CAMC):10% of total CAMC cost for 63 months.
6. This LAN consists of several active and passive components with installation and commissioning which involves integration of the required components by a system integrator. The components involved have been shown separately as a point of reference only to ultimately arrive at the cost of the product i.e. LAN as a whole. This also includes the CAMC for five years after successful completion of one year warranty period. Hence it is bidder's responsibility to go through all the components and bid accordingly.
7. Mahanadi Coalfields Limited (MCL) has on boarded the TReDS platform through Receivables Exchange of Inida Limited (RXIL). TReDS is an online discounting platform primarily meant for MSME vendor to get their trade receivables financed through auction mechanism where multiple financiers can participate in a very transparent manner. MSME vendors of MCL are requested to register themselves on RXILTReDS platform to avail the above benefits. For more details, visit: <https://www.rxil.in/>
8. The seller has to upload all relevant documents (like Guarantee/Warranty certificate, Delivery Challan, E-waybill, Test report, any other document mentioned in the contract which ever is applicable) in the GeM portal while generating Invoice.

#### 2.15 *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.

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।

