

**Contract**

Contract No: GEMC-511687723269954

Generated Date: 05-Jul-2021

Bid/RA/PR No: GEM/2020/B/908695

11100814921076 Dt. 15/07/21

| Organisation Details | | Buyer Details | |
|----------------------|-------------------------------------|---------------|--|
| Type: | Central PSU | Designation: | Assistant Mgr MM |
| Ministry: | Ministry of Coal | Contact No.: | 0712-2511381-5859 |
| Department: | Materials Management | Email ID: | satish.alugolu@nic.in |
| Organisation Name: | Western Coalfields Ltd | GSTIN: | 27AAACW1578L1ZW |
| Office Zone: | Western Coalfields Limited / Nagpur | Address: | WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA-440001, India |

| Financial Approval Detail | | Paying Authority Details | |
|---|-------------|--------------------------|---|
| IFD Concurrence: | Yes | Payment Mode: | Offline |
| Designation of Administrative Approval: | DT(P&P) | Designation: | Dy Manager Fin |
| Designation of Financial Approval: | GM(FINANCE) | Email ID: | sprathi@westerncoal.gov.in |
| | | GSTIN: | 27AAACW1578L1ZW |
| | | Address: | WCL Hqrs, Coal Estate, Civil Lines, NAGPUR CITY, MAHARASHTRA-440001, India |

| Seller Details | |
|----------------|--|
| GeM Seller ID: | 9CA818000090404 |
| Company Name: | UNILINE ENERGY SYSTEMS PRIVATE LIMITED |
| Contact No.: | 09871296236 |
| Email ID: | kraina@uniline.in |
| Address: | 198/23,,UNILINE HOUSE,,EAST OF KAILASH,,RAMESH MARKET,, NEW DELHI, DELHI-110065, - |
| MSME verified: | Yes |
| GSTIN: | 07AAACK0443N1ZK , 07AAACK0443N1ZK , 37AAACK0443N1ZH , 33AAACK0443N1ZP , 09AAACK0443N2ZF , 10AAACK0443N1ZX , 06AAACK0443N1ZM , 05AAACK0443N1ZO , 08AAACK0443N1ZI , 23AAACK0443N1ZQ , 18AAACK0443N1ZH , 07AAACK0443N1ZK , 07AAACK0443N1ZK , 07AAACK0443N1ZK , 19AAACK0443N1ZF , 07AAACK0443N1ZK , 22AAACK0443N1ZS , 21AAACK0443N1ZU |

*GST / Tax invoice to be raised in the name of - Consignee

| Product Details | | | | | | | |
|----------------------------|--|--------------------|------------------------|----------|------------------|--------|--|
| # | Item Description | Category Name | Model | HSN Code | Ordered Quantity | Unit | Price (Inclusive of all Duties and Taxes in INR) |
| 1 | Product Name : Uniline 20.0 KVA UPS Brand : Uniline Brand Type : Registered Brand Catalogue Status : OEM verified catalogue Selling As : OEM | Online Ups-IS:9000 | MAXI LINE 20K | 85044010 | 4 | pieces | 1,917,600 |
| 2 | Product Name : Uniline 30.0 KVA UPS Brand : Uniline Brand Type : Registered Brand Catalogue Status : OEM verified catalogue Selling As : OEM | Online Ups-IS:9000 | Maxipro-30000-96000-EB | 8504 | 8 | pieces | 5,832,000 |
| Total Order Value (in INR) | | | | | | | 7,749,600 |

| Consignee Detail | | | | | | | |
|------------------|---|----------------------------|---------|----------|----------------------|-----------------------------|--|
| S.No | Consignee | Item | Lot No. | Quantity | Delivery Start After | Delivery To Be Completed By | |
| 1 | Designation: - Email ID: ss.mangare@nic.in Contact: 07175-285019- GSTIN: 27AAACW1578L1ZW Address: Regional Stores, WCL New Majri, P.O. Shivaji Nagar Distt Chandrapur, CHANDRAPUR, MAHARASHTRA-442503, India | Uniline 20.0 KVA UPS | - | 2 | 05-Jul-2021 | 16-Aug-2021 | |
| 2 | Designation: - Email ID: asaari.mahender@nic.in Contact: -9618810882- GSTIN: - Address: Regional Stores, WCL P.O. GHUGUS COLLIERY Distt Chandrapur, M.S ; Pin 442 | Uniline 30.0 KVA UPS | - | 2 | 05-Jul-2021 | 16-Aug-2021 | |

| | | | | | | |
|---|--|----------------------------|---|---|-------------|-------------|
| | 505, CHANDRAPUR, MAHARASHTRA-442505, India | | | | | |
| 3 | Designation: - Email ID: ulli.srikanthganesh@nic.in Contact: - GSTIN: - Address: Regional Stores, WCL, Durgapur Opencast, P.O. DURGAPUR Distt Chandrapur, (M.S)Pin 442 403, CHANDRAPUR, MAHARASHTRA-442403, India | Uniline 30.0 KVA UPS | - | 2 | 05-Jul-2021 | 16-Aug-2021 |
| 4 | Designation: - Email ID: akpandey989@westerncoal.gov.in Contact: -8989117973- GSTIN: 23AAACW1578L1Z4 Address: Regional Stores, WCL Pench Area P.O CHANDAMETA Distt. Chhindwara, M.P 480447 GSTN: 23AAACW1578L1Z4, CHHINDWARA, MADHYA PRADESH-480447, India | Uniline 20.0 KVA UPS | - | 2 | 05-Jul-2021 | 16-Aug-2021 |
| 5 | Designation: - Email ID: kskattimani@westerncoal.gov.in Contact: 7146-271363- GSTIN: 23AAACW1578L1Z4 Address: Regional Stores, Western Coalfields Limited Pathakhera Area P.O.:Pathakhera Colliery-460449, Distt.:Betul.(M.P) GSTN: 23AAACW1578L1Z4, BETUL, MADHYA PRADESH-460449, India | Uniline 30.0 KVA UPS | - | 2 | 05-Jul-2021 | 16-Aug-2021 |
| 6 | Designation: - Email ID: rahul.amane@nic.in Contact: 07116-247181- GSTIN: 27AAACW1578L1ZW Address: Regional Stores, WCL PO SILEWARA COLLIERY Dist. Nagpur M.S.; Pin 441 109, NAGPUR, MAHARASHTRA-441109, India | Uniline 30.0 KVA UPS | - | 2 | 05-Jul-2021 | 16-Aug-2021 |

Product Specification for Uniline 20.0 KVA UPS

| Specification | Sub-Spec | Value |
|--------------------------|--|--|
| Generic | Rating in KVA (KVA) | 20.0 KVA |
| | Technology | IGBT-PWM with inbuilt isolation transformer |
| | Input Power | Three phase 300 V - 450V sinewave,50Hz |
| | Output power | 3 Phase 400V +/-1% with alternative user setable setting of 380V +/-1% 50 Hz |
| | Backup time (Minutes) | 120 |
| | Minimum VAH (VAH) | 64000 |
| | Warranty for UPS (Years) | 5 |
| | Movable trolley for Batteries | Without trolley but with rack |
| | Warranty for battery | 2 |
| | Degree of Protection | IP21 |
| | Cabling 5 meters for input and out put | With |
| | Paralleling kit for synchronising | Without |
| | Installation and Commissioning | Yes |
| Constructional | Minimum thickness of M.S.Sheet Enclosure duly painted (mm) | 1.2 |
| | Type of Battery | SMF-VRLA conforming to JISC:8702(Pt.I,II&III) |
| Functional | Maximum overshoot and Under shoot of output rated voltage | 4 |
| | Voltage Regulation from no load to full load (%) | < / = 3% |
| | 20% Overload limit for minimum 10 minutes | Yes |
| | Overall Efficiency (%) | >/=90% |
| | Total Harmonic Distortion(THD) (%) | Maximum 3% |
| | 50% Overload limit for minimum 1 minutes | Yes |
| Protection | Protection for under voltage at battery terminal at 10.5V per 12 V battery | Yes |
| | Protection of Over voltage,Short Circuit & over load at UPS output terminal | Yes |
| Metering And Indications | Digital Metering in UPS for AC Input Voltage,Output AC Voltage,Current,Frequency,Battery Voltage and Current | Yes |
| | Indicators for mains presence,Battery charging and discharging,Output Over Load, Low | |

| | | |
|---------------------------|---|--------------------------|
| | Battery Voltage | Yes |
| Reports And Certification | Damp Heat : in accordance with IS:9000(part 5/sec.2)1981 at Temperature of 40 degree C,two cycles of (12+12) hours each 2007) | Yes |
| | Dry Heat Test : in accordance with IS:9000 (part 3/sec.5)1977 (reaffirmed 2007) at 55 degree C for 16 hrs | Yes |
| | Cold Test : in accordance with IS:9000 (Part 2/Sec.4)1977 (Reaffirmed 2007) at -10 degree C for 4 hrs. | Yes |
| | Availability of the Type Test Report from Central Govt. /NABL/ILAC Accredited lab covering all technical requirements. | Yes |
| | Type Test Certificate No. | 5689-D |
| | Type Test Certificate date | 26/09/2016 |
| | Name of Lab | NTH |
| | Address of Lab | GHAZIABAD |
| | As per Meity (Government of India) guidelines UPS shall have valid BIS CRS certifications as applicable | Not applicable presently |

Product Specification for Uniline 30.0 KVA UPS

| Specification | Sub-Spec | Value |
|--------------------------|---|---|
| Generic | Rating in KVA (KVA) | 30.0 KVA |
| | Technology | IGBT-PWM with inbuilt isolation transformer |
| | Input Power | Three phase 300 V - 450V sinewave,50Hz |
| | Output power | 3 Phase 400V +/-1% with alternative user settable setting of 380V +/-1% 50 Hz |
| | Backup time (Minutes) | 120 |
| | Minimum VAH (VAH) | 96000 |
| | Warranty for UPS (Years) | 5 |
| | Movable trolley for Batteries | Without trolley but with rack |
| | Warranty for battery | 2 |
| | Degree of Protection | IP21 |
| | Cabling 5 meters for input and out put | With |
| | Paralleling kit for synchronising | Without |
| | Installation and Commissioning | Yes |
| Constructional | Minimum thickness of M.S.Sheet Enclosure duly painted (mm) | 1.2 |
| | Type of Battery | SMF-VRLA conforming to JISC:8702(Pt.I,II&III) |
| Functional | Maximum overshoot and Under shoot of output rated voltage | 4 |
| | Voltage Regulation from no load to full load (%) | < / = 3% |
| | 20% Overload limit for minimum 10 minutes | Yes |
| | Overall Efficiency (%) | >/=90% |
| | Total Harmonic Distortion(THD) (%) | Maximum 3% |
| Protection | 50% Overload limit for minimum 1 minutes | Yes |
| | Protection for under voltage at battery terminal at 10.5V per 12 V battery | Yes |
| Metering And Indications | Protection of Over voltage,Short Circuit & over load at UPS output terminal | Yes |
| | Digital Metering in UPS for AC Input Voltage,Output AC Voltage,Current,Frequency,Battery Voltage and Current | Yes |
| | Indicators for mains presence,Battery charging and discharging,Output Over Load, Low Battery Voltage | Yes |
| | Damp Heat : in accordance with IS:9000(part 5/sec.2)1981 at Temperature of 40 degree C,two cycles of (12+12) hours each 2007) | Yes |
| | Dry Heat Test : in accordance with IS:9000 (part 3/sec.5)1977 (reaffirmed 2007) at 55 degree C for 16 hrs | Yes |

| | | |
|---------------------------|--|--------------------------|
| Reports And Certification | Cold Test : in accordance with IS:9000 (Part 2/Sec.4)1977 (Reaffirmed 2007) at -10 degree C for 4 hrs. | Yes |
| | Availability of the Type Test Report from Central Govt. /NABL/ILAC Accredited lab covering all technical requirements. | Yes |
| | Type Test Certificate No. | QML/M-18/593 |
| | Type Test Certificate date | 18.10.2010 |
| | Name of Lab | Dept of Industries H |
| | Address of Lab | FARIDABAD-121001 |
| | As per Meity (Government of India) guidelines UPS shall have valid BIS CRS certifications as applicable | Not applicable presently |

Terms and Conditions

1. Special terms and conditions- Version:1 effective from 04-05-2020

1.1

Calculation of Minimum VAH based on Back up time

Minimum VAH requirements would be calculated on the basis of following:

(VAH Calculation: Battery Voltage x Battery Ah x No. of Batteries = VAH)

| UPS Rating | 15 Minutes | 30 Minutes | 60 Minutes | 90 Minutes | 120 Minutes | 180 Minutes | 240 Minutes |
|------------|------------|------------|------------|------------|-------------|-------------|-------------|
| 1 KVA | 400 VAH | 800 VAH | 1600 VAH | 2400 VAH | 3200 VAH | 4800 VAH | 6400 VAH |
| 2 KVA | 800 VAH | 1600 VAH | 3200 VAH | 4800 VAH | 6400 VAH | 9600 VAH | 12800 VAH |
| 3 KVA | 1200 VAH | 2400 VAH | 4800 VAH | 7200VAH | 9600 VAH | 14400 VAH | 19200 VAH |
| 5 KVA | 2000 VAH | 4000 VAH | 8000 VAH | 12000 VAH | 16000 VAH | 24000 VAH | 32000 VAH |
| 6 KVA | 2400 VAH | 4800 VAH | 9600 VAH | 14400 VAH | 19200 VAH | 28800 VAH | 38400 VAH |
| 7.5 KVA | 3000 VAH | 6000 VAH | 12000 VAH | 18000 VAH | 24000 VAH | 36000 VAH | 48000 VAH |
| 10 KVA | 4000 VAH | 8000 VAH | 16000 VAH | 24000 VAH | 32000 VAH | 48000 VAH | 64000 VAH |
| 15 KVA | 6000 VAH | 12000 VAH | 24000 VAH | 36000 VAH | 48000 VAH | 72000 VAH | 96000 VAH |
| 20 KVA | 8000 VAH | 16000 VAH | 32000 VAH | 48000 VAH | 64000 VAH | 96000 VAH | 128000 VAH |
| 30 KVA | 12000 VAH | 24000 VAH | 48000 VAH | 72000 VAH | 96000 VAH | 144000 VAH | 192000 VAH |
| 40 KVA | 16000 VAH | 32000 VAH | 64000 VAH | 96000 VAH | 128000 VAH | 192000 VAH | 256000 VAH |
| 60 KVA | 24000 VAH | 48000 VAH | 96000 VAH | 144000 VAH | 192000 VAH | 288000 VAH | 384000 VAH |
| 80 KVA | 32000 VAH | 64000 VAH | 128000 VAH | 192000 VAH | 256000 VAH | 384000 VAH | 512000 VAH |
| 100 KVA | 40000 VAH | 80000 VAH | 160000 VAH | 240000 VAH | 320000 VAH | 480000 VAH | 640000 VAH |

2. General Terms and Conditions-

2.1 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) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2.2 Terms of delivery: Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), and the cost of the same is also included in the Contract price.

2.2.1 Contracted goods should be delivered at the consignee or designated delivery location as per the working time of the buying organisation. Seller may get the same confirmed from consignee before scheduling delivery.

2.2.2 A copy of the contract should be available with the messenger / dispatching agency that delivers the Goods at consignee / delivery location (preferably pasted / attached outside the consignment / package) for easy reference and ease in delivery acceptance.

2.3 Delivery period: The Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s). Any modification thereto shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC.

2.4 Performance Security: If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.

2.5 Taxes and Duties: Contract Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising invoice / bill on GeM. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.

2.6 Octroi Duty and / or other local taxes: Contract Prices are all inclusive hence no reimbursement over and above the contract price(s) shall be allowed to seller towards payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).

2.7 Limitation of Liability: The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.

2.8 Resolution of disputes: The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.

2.9 Liquidated Damages: If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.

2.10 Financial Certificate:

2.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.

2.10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.

2.10.3 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.

2.11 The bidder should submit a self declaration to the effect in bidder's official letter head that their agency have not been black listed by any Agency whatsoever till date.

3. Additional Terms and conditions-

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

3.2

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.

3.3 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.

3.4 Indian suppliers of this item are not allowed to participate and/ or compete in procurement by some foreign governments. Bidders / products from such countries are not eligible / not allowed to participate in this bid in terms of clause 1 (d) of Public Procurement (Preference to Make in India) Order, 2017

3.5 Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises: In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

3.6 Preference to Make in India products (For bids less than 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

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

3.8 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.

3.9 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.

3.10 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 LIMITED 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.

3.11 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.

3.12 To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be

uploaded with bid): 1) Bid Security Declaration" accepting that if you withdraw/modify the bids during period of validity, you will be suspended for two years, 2) should submit a certificate from OEM declaring % of local content and address of place where value addition is done, 3) Bidder should submit a certificate regarding restrictions on procurement from a bidder of country which shares land border with India as per OM issued by Deptt of Expd, PPD, Min of Fin under F.No.6/18/2019-PPD dt 23/7/2020 & GTC point 26..

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