

Contract

Contract No: GEMC-511 687766109287

Generated Date: 12-Jan-2021

Bid/RA/PR No: GEM/2020/B/825248

Organisation Details

Type: Ministry: Central PSU Ministry of Coal

Department:

Materials Management

Organisation Name:

Western Coalfields Ltd

Office Zone:

Western Coalfields Limited / Nagpur

Buyer Details

Designation:

Deputy Manager

Contact No.:

0712-2511381-

Email ID:

alokkumar@westerncoal.gov.in

GSTIN:

27AAACW1578L1ZW

Address:

WCL Hgrs, Coal Estate, Civil Lines,

NAGPUR, MAHARASHTRA-440001, India

Financial Approval Detail

IFD Concurrence:

Designation of Administrative Approval:

Designation of Financial Approval:

Director (P&P)

GM Finance

Paying Authority Details

Payment Mode:

Offline

Designation:

Dy Manager Fin

Email ID: GSTIN:

sprathi@westerncoal.gov.in 27AAACW1578L1ZW

WCL Hqrs, Coal Estate, Civil Lines,

Address:

NAGPUR CITY, MAHARASHTRA-440001, India

Delivery

Delivery To Be

Seller Details

GeM seller ID:

1B6B180000099603

Company Name:

ELITE TRADING CO. 09811697940

Contact No.: Email ID:

elitetradingcompany1@gmail.com

Address:

H-9/A NEAR SANJAY PARK, SHAKARPUR, STREET NO.2, SHAKARPUR,

East Delhi, DELHI-110092, -No

MSME verified: GSTIN:

07HNBPS1312E1ZB, 07HNBPS1312E1ZB

*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	Spirometer	Spirometer	UNI-EM SPIROMETER	HSN not specified by seller	3	pieces	205,200
Total Order Value (in INR)				***		205,200	

Consignee Detail

S.No	Consignee	ltem	No.	Quantity	Start After	Completed By	
1	Designation: - Email ID: asaari.mahe.nder@nic.in Contact: -9618810882- GSTIN: - Address: Regional Stores, WCL P.O. GHUGUS COLLIERY Distt Chandrapur, M.S; Pin 442 505, CHANDRAPUR, MAHARASHTRA-442505, India	Spirometer	-	1	12-Jan-2021	26-Feb-2021	
2	Designation: - Email ID: akpandey989.wcl@nic.in Contact: -6260565123- GSTIN: 23AAACW1578L1Z4 Address: Regional Stores, WCL Pench Area P.O CHANDAMETA Distt. Chhindwara, M.P. 480447. GSTN: 23AAACW1578L1Z4	Spirometer	-	1	12-Jan-2021	26-Feb-2021	

GSTIN Addres 441 10	ct: U/TTb-Z4/T8T- : 27AAACW1578L1ZW ss: Regional Stores, WCL PO SILEWARA COLLIERY Dist. Nagpur M.S.; Pin 9, UR, MAHARASHTRA-441109, India	Spirometer - 1 12-Jan-2021 26-Feb-2021				
Product S _I	pecification for Spirometer	•				
Specificatio	n Sub-Spec	Value				
	Conformity to Standards	American Thoracic society (ATS)/ European Respiratory Society (ERS) standards. LATEST				
Standards	Confirmity to Safety and Quality Standards	European CE MDD				
-	Certificate Date and Number	24th AUG 2018 Certificate No. CE 1565				
*	Type of Measurable Spirometry and Flow Volume Parameter	FVC,FEV0.5 FEV1,FEF50,FIF 50,FEF75,MVV, FET & MTT), SVC, Maximum ventilation volume (MVV)inspiratory capacity, Expiratory Reserve volume				
	Availability of Pre & Post Bronchodilatation Comparison	Yes				
	Broncho provocation test	Yes				
	Flowmeter	Bi-directional digital turbine (14 l/s or more with accuracy 3 %)				
	Level of Resistance	less than 1.5 cm H2O/L/sec				
	Parameters should be measured with highest accuracy & reproducibility and should not affected with high surrounding temperature and humidity levels	Yes				
	SPO2 (pulse oximetry)	No				
	Electronic Barometer & temperature sensors, for Automatic BTPS correction	Yes				
	Overlaying of previous test curves for comparison	Yes				
	Real Time Flow Volume and Volume -time Time Traces on Computer screen	Yes				
	Capablity to select and modify / add predicted equations	Yes				
Performance Parameters	3-litre precision calibration syringe,standard accessories and manual	Yes				
- arameters	Facility to interface for desktop/laptop computer	Yes				
	"System Should be supplied with Computer Interfacing package, Cables, Software should be supplied"	Yes				
9	3-Litre Precision Calibration Syringe, Standard accessories & Manual should be supplied	Yes				
	" Availability of Disposable Mouthpieces (500 Nos)"	Yes				
	Availability of Pulmonary Filters (100 Nos) with machine	Yes				
	Spare Pneumotach screens supplied	2				
	Availability of Nose clips-20 nos and Thermal paper roll-20 nos	Yes				
	Should have a digital display of all graphs and parameters and an alphanumeric keypad	Yes				
	Overall dimensions in mm x mm x mm	300x100x350				
	Weight in kg	5				

Yes

Instruction Manuals 3 set

	- 1	
Reports		Test re
		Name

covering all parameters	res
Test report number	1565
Test report date	24.08.2018
Name of test lab	HATTON GARDEN
Address of test lab	LONDON,UK
Copies of all certifications and reports to be provided to buyer on demand at time of supplies	Yes

Terms and Conditions

1. Special terms and conditions

1.1 1. Comprehensive warranty:

Comprehensive warranty shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares,. During the warranty 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. warranty shall not be including the consumables. Further there will be 98% uptime warranty during warranty period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend warranty period by double the downtime period.

2. Service centres:

Details of Service outlets in India to render services for equipment to be furnished to buyer/consignees with complete address ,telephone numbers, e mails etc at time of making the supplies .It shall be the responsibility of seller to ensure that authorized service centres are available to cater to the areas where supplies are made within reasonable distance from where the service calls can be handled .Details of toll free numbers for service call and online registration of service requests also to be provided buyer/consignee at the time of supplies.

3. Source of supply:

It shall be responsibility of seller to provide Documents regarding source of equipments such as copy of Performa invoice or any other documents to establish that the products supplied are manufactured by OEM indicated and sourced from them.

4. Packing and Marking: Medical equipments being very delicate and sensitive packing for the goods should be strong and durable enough to withstand transit including transhipment (if any), rough handling, open storage etc. without any damage, deterioration etc. The size, weights and volumes of the packing cases, remoteness of the final destination of the goods, availability or otherwise of transport and handling facilities at all points during transit up to final destination. Quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall take in to consideration the type of medical equipments being supplied. The accessories shall be suitably labelled and packed .Each of the package shall be marked on three sides with indelible paint of proper quality: indicating contract number and date, brief description of goods including quantity, Packing list reference number, country of origin of goods and any other relevant details.

5. Spare Parts:

Seller shall provide materials, information etc. pertaining to spare parts manufactured and supplied by the OEM. It shall be ensured that the required spares are available for purchase at least for 10 years from date of supplies. In case due to any reasons the production of the spare parts is discontinued sufficient advance notice should be given to the buyer/consignee before such discontinuation to provide adequate time to purchase the required spare parts etc. Further, OEM and their service centres/dealers shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the equipments so that the same are available.

OEM or reseller shall always accord most favoured client status to the buyer/consignee and shall give the most competitive price for spares and consumables of its machines/equipments supplied

6. Installation, Training, Manuals:

Seller shall be responsible to carry out Installation & commissioning, Supervision and Demonstration of the goods. They shall provide required jigs and tools for assembly, minor civil works for the completion of the installation and Training of Consignee's representatives for operating and maintaining the equipment and Supplying required number of operation & maintenance manual for the goods. In case the category parameters are specifying any requirements regarding the installations, training and manuals the same shall also be applicable.

7. Electrical safety checking:

Sellers are required to make sure that they furnish the list of equipments for carrying out routine and preventive maintenance to buyer/consignee. They should make sure to periodically check the electrical safety aspects as per BIS Safety Standards or equivalent. In case they do not have required equipment for such testing should ensure that the equipments checked for electrical safety compliance through labs with facilities for such checking during every preventive maintenance call.

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

3. Additional Terms and conditions

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

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