

Contract



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Contract No: GEMC-511687773846236

Generated Date: 13-Sep-2022

Bid/RA/PBP No.: [GEM/2022/B/1974304](#)

Organisation Details	Buyer Details
Type: Central PSU	Designation: Manager
Ministry: Ministry of Coal	Contact No.: 0712-2511381-
Department: Materials Management	Email ID: alokkumar@westerncoal.gov.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: GM MM 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:	2FD9190000862620
Company Name:	SUJYOTI INDIA PRIVATE LIMITED
Contact No.:	02266663333
Email ID:	info@sujyoti.com
Address:	1104,,KRUSHAL COMMERCIAL COMPLEX,,G M ROAD, ABV SHOPPERS STOP,CHEMBUR, MUMBAI, MAHARASHTRA-400089, -
MSME verified:	Yes
MSME Registration number:	UDYAM-MH-20-0003664
MSE Social Category:	General
MSE Gender:	Male
GSTIN:	27AABCS3554K1Z5

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

Product Details						
#	Item Description	Ordered Quantity	Unit	Unit Price (INR)	Tax Bifurcation (INR)	Price (Inclusive of all Duties and Taxes in INR)
1	Product Name : Draeger Quaestor 7000 Test Equipment Brand : Draeger Brand Type : Registered Brand Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM Category Name & Quadrant : Draeger Quaestor 7000 Test Equipment (Q3) Model: Quaestor 7000 HSN Code: 9026	1	set	4,429,720	NA	4,429,720
Total Order Value (in INR)						4,429,720

Consignee Detail						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: mrsnagpur@westerncoal.gov.in Contact: 0712-2641319- GSTIN: 27AAACW1578L1ZW Address: WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA-440001, India	Draeger Quaestor 7000 Test Equipment	-	1	13-Sep-2022	12-Dec-2022

Product Specification for Draeger Quaestor 7000 Test Equipment		
Specification	Sub-Spec	Value

Custom Specification	Custom Specification	Yes
<p>Seller Specification Document:</p>		
1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/53/24/266/CatalogAttrs/SpecificationDocument/2022/3/21/2022_03_21_14_56_39_brochure-quaestor-7000_2022-03-21-14-57-12_089cfb37016d3696e29e10a3c44ddaa5.pdf	
<p>Buyer Specification Document:</p>		
1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/100431/54/78/703/CatalogAttrs/SpecificationDocument/2022/2/21/techspecscomputerized-tester_2022-02-21-16-00-02_c097582aa433a550f154e4135fac6eb6.pdf	
<p>Corrigendum</p>		
1. Extended Upto : 2022-03-22 21:00:00		
<p>Terms and Conditions</p>		
<p>1. General Terms and Conditions-</p>		
<p>1.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.</p>		
<p>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</p>		
<p>2. Buyer Added Bid Specific Terms and Conditions-</p>		
<p>2.1 Generic: Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address GM MRS WCL Mine Rescue Station Near Powergrid Chowk MRS WCL Nagpur Nagpur.</p>		
<p>2.2 Generic: Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.</p>		
<p>2.3 Generic: Malicious Code Certificate:</p>		
<p>The seller should upload following certificate in the bid:-</p>		
<p>(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 :-</p>		
<p>(i) Inhibit the desires and designed function of the equipment.</p>		
<p>(ii) Cause physical damage to the user or equipment during the exploitation.</p>		
<p>(iii) Tap information resident or transient in the equipment/network.</p>		
<p>(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.</p>		
<p>2.4 Generic:</p>		
<p>1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.</p>		
<p>2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.</p>		
<p>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.</p>		
<p>2.5 Generic: 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.</p>		
<p>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:</p>		
<p>i) The Seller fails to comply with any material term of the Contract.</p>		
<p>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.</p>		
<p>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.</p>		
<p>iv) The Seller becomes bankrupt or goes into liquidation.</p>		
<p>v) The Seller makes a general assignment for the benefit of creditors.</p>		
<p>vi) A receiver is appointed for any substantial property owned by the Seller.</p>		
<p>vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.</p>		
<p>2.7 Scope of Supply:</p>		

2.8 Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

TECHNICAL SPECIFICATIONS:

1.0 Computerised tester for various types of breathing apparatus (Open circuit, closed circuit) respirators: - The tester should be able to test various operating parameters of Oxygen self-contained breathing apparatus (SCBA like BG-174, BG-4, P-30). Compressed air breathing apparatus (CABA like JLD CABA 9000), The tester should be transportable.

Some of the parameters to be tested include:

- 1. Leak tightness of apparatus both under positive and negative pressure**
- 2. Leak tightness of facemasks**
- 3. Continuous supply/ dosage of oxygen and compressed air**
- 4. Opening pressure of various valves like minimum valve, relief valve, drainage valve, inhalation valve, exhalation valve**
- 5. Flow of various valves like bypass valve, minimum valve**
- 6. Breathing resistance in various respiratory modes.**

Quantity Required: 01 No (One)

2.0 TECHNICAL SPECIFICATIONS:

2.1 The tester should be portable and suitable sturdy carrying case should be provided along with each tester.

2.2 Power supply: Mono phase, 230 V/ 50-60Hz

2.3 Pressure range to be tested

High pressure 0 to 300 Bar

Medium pressure 0 to 25 Bar

Low pressure -40 to + 30 mbar

2.4 Operating temperature 5 degrees to 45 degrees centigrade

2.5 Accessories: Adapters to test face mask, microphones, test plugs, tool kit and other items as required for tests mentioned and routine maintenance

2.6 The tester should have minimum service life of 09 years

2.7 The tester should be equipped with suitable software to perform tests automatically and display the results.

2.8 The tester should be able to interface with a suitable computer for display of results both in digital and graphical forms. Suitable software for the tester compatible with the computer should be provided with the tester. If the software is upgraded/ updated during service life the same should be made available free.

2.9 A suitable laptop computer with licenced software for interfacing with the tester should be supplied with the tester. The validity of the licences of the software in the computer should be till service life of the tester. If required regular update/ upgrade of the licences should be possible.

2.10 Minimum laptop configuration: Screen 14 inches, i5 processor or similar processor, optical drive & 500 GB SSD.

2.11 The tester should be able to test various parameters as necessary in practical performance report required under IS 10245 (Part 1):1996 (reaffirmed 2006), and IS 10245 (Part 2):1994.

2.12 The bidder should guarantee service support and spares supply throughout service life of tester (09 years minimum)

2.13 Spares and Service Support: Necessary spares if required should be provided against payment by the original equipment manufacturer or his authorised representative up to 09 years after supply. Address of the office which shall provide after-sales support shall be provided along with contact details and name of concerned person. Undertaking in this regard by the OEM should be submitted.

2.14 Necessary training in operation, maintenance and calibration of the tester is to be provided to the persons in user department.

2.15 Guarantee / Warranty

1. The tenderer shall be fully responsible for the manufacturer's warranty in respect of proper design, quality, workmanship of the materials for which these are intended for a period of 18 months from the date of receipt and acceptance of the materials at ultimate destination or 12 months from the date of installation at site, whichever is earlier.

2. Accordingly the firm shall furnish Guarantee /Warranty certificate along with the bill for satisfactory performance of the ordered materials for a period of 18 months from the date of receipt and acceptance of materials at ultimate destination or 12 months from the date of installation at site, whichever is earlier.

3. Any Defective material shall be replaced by the firm within 30 days of intimation from the consignee without any extra cost to WCL. All cases of warranty replacement will be decided on the basis of Joint inspection of the failed item, held between the user and the Manufacturer's representative. In case of repetitive warranty failures and if the performance is found to be unsatisfactory, as per the confirmation of GM(Rescue), WCL reserves its right to cancel the order and / or short close the order.

3.0 PROVENNESS CRITERIA: -

The provennessCriteria for Computerised Tester.

3.1) The model offered by the bidder will be considered proven provided the quoted model or similar equipment must have been supplied by the bidder in India to mining industry and/ or to the other industries (Private or Government/public sector undertaking) and have performed satisfactorily for a minimum period one year from the date of commissioning. The performance of only those equipment would be considered for assessing provenness which have been commissioned 1 year prior to the date of opening of tender but not prior to 5 years from the date of opening of tender.

3.2) In case the quoted model or similar equipment has not been supplied by the bidder in India or if supplied and commissioned in India but the same has not completed required years of performance as mentioned in 4.1, the offered model will be considered proven if the quoted model or similar equipment have been commissioned worldwide 1 year prior to the date of opening of the tender but not prior to 5 years from the date of opening of tender and same should have performed satisfactorily for a minimum period of one year from date of commissioning. The worldwide population of the bidder will be considered for provenness only when the bidder gives an undertaking that it has not supplied the quoted model or similar equipment in India or if supplied and commissioned in India, the same has not completed required years of performance for provenness as mentioned above at 3.1

3.3) In case the indigenous manufacturer is quoting the same type and model of the equipment as supplied by the foreign collaborator worldwide in the past and the quoted model of indigenous manufacturer has either not been supplied in India or if supplied and commissioned in India, the same has not completed required years of performance for provenness as mentioned above at 3.1, the offered model will be considered proven if the quoted model or similar equipment or combination there of which have been commissioned worldwide 1 year prior to the date of opening of the tender and same should have performed satisfactorily for a minimum period of one year from date of commissioning but not prior to 5 years from the date of opening of tender. The worldwide population , foreign collaborator's experience of supplying the offered or similar worldwide will be considered for provenness only when the indigenous manufacturer submits notarised copy of their collaboration agreement with the foreign collaborator which should be valid as on date of opening of tender and should remain valid at least upto supply and commissioning of the last equipment covered in the contract. However, the principal manufacturer will confirm to ensure supply of spares, consumables and service support for smooth running of the equipment throughout its life. Further, if any indigenous content is added by the indigenous manufacturer in the quoted model of the equipment, the foreign collaborator will give an undertaking for successful performance of the equipment with the indeginization carried out by the indigenous manufacturer during the lifetime of the equipment.

3.4 Copy of supply order along with satisfactory performance report for a period not less than one year from the date of commissioning must be enclosed with the offer. However, for the orders placed by WCL, only Purchase Order copy is required. In case of trial orders placed by CIL and subsidiaries, the trial order quantities will be considered for provenness.

In case of equipment, operating and maintenance cost besides satisfactory performance for the entire period of operation with one year shall be considered by the concerned technical department for declaring the equipment as proven.

3.5) Window period: The satisfactory performance mentioned in clause 3.1 to 3.4 will be considered for a period of 5 years prior to date of opening of the tender.

3.6 "Satisfactory Performance" means the supplied equipment must have achieved the guaranteed annual availability, if any, as per the performance guarantee clause of the supply orders/ contracts for a minimum period of one year from the date of commissioning. In case supply orders/ contracts do not have provision for guaranteed annual availability, the bidder will submit satisfactory performance report issued by end users as per benchmark regarding performance of equipment, if any, incorporated in the supply orders/

contracts against which this equipment were supplied. In case, the Performance Report(s) of the End-User(s) is not available, the bidder shall submit self-certification claiming satisfactory performance of the equipment supplied.

3.7 Considering the practical difficulties in obtaining the performance reports in cases where provenness of the offered product is being ascertained on the basis of supply made in other subsidiaries of CIL or other PSUs / Govt. Departments / Private organisations, the bidder will be asked to submit a self-certificate in the following format, alongwith proof of payment against the purchase order(s)/ Rate Contract(s). " The items covered in the Purchase order(s)/Rate Contract(s) copies enclosed with our offer have been fully executed and have performed satisfactorily as per provisions of respective Purchase order(s)/ Rate Contract(s) and all the Complaints/Claim(s) lodged by the purchaser, if any, have been attended to and no complaints/claim(s) are pending". In case, any specific Purchase order(s) has /have not been fully executed and any complaint/claim is pending, then details of such cases to be categorically mentioned with the reasons thereof so that decision making is in clear perspective without any hidden facts in the subject matter.

3.8 "Similar Equipment" shall be such equipment, which fulfills the following:

- a) Performs almost identical operations as the quoted model.
- b) Should be equal to or higher than the tendered capacity.
- c) Uses sub-components, sub-systems and major assemblies of substantially similar design & construction to the model quoted - only ratings/ specifications may differ (Lower or Higher).

3.9 Acceptance Criteria for Similar Equipment

I. If the bidder claims provenness of the quoted model based on similar equipment as per sub clause- 3.7 above and the similar equipment has performed satisfactorily for a minimum period of one (01) year from the date of commissioning but quoted model has not worked for a minimum period of one (01) year from the date of commissioning within the window period as indicated above, then the offer may be accepted subject to following conditions:

a. (i) The successful bidder will be allowed to supply the quantity of first lot as indicated in Schedule of Requirement.

(ii) The firm shall be required to furnish additional Performance Bank Guarantee of 100% of the total landed value of equipment along with spares and consumables if any valid for period of 15 months for the quantity of first lot.

(iii) The firm will have to supply the second lot after communication of satisfactory performance of first lot as indicated in Delivery Schedule clause

b (i) The firm will have option of supplying second lot if they so desired

(ii) They will submit the additional Performance Bank Guarantee of 100% of total landed value of equipment along with spares & consumables if any, valid for period of 15 months for the quantity of second lot also.

d. The additional 100% Performance Bank Guarantee shall be returned only after satisfactory performance of all the equipment supplied in first lot on expiry of 12 months from the date of commissioning. The additional 100% Performance Bank Guarantee submitted for the equipment supplied in the second lot, shall be returned after satisfactory performance of all the equipment supplied in second lot on expiry of 12 months from the date of commissioning.

e. The original 10% PBG for the total contract value will be retained for entire contract period as per PBG clause of NIT.

Note: -

A) In case of unsuccessful performance of the first lot of equipment supplied by the firms who qualify as per above sub clause 4.8 .II, the following shall be applicable:

i) The 100% Additional Performance Bank Guarantee for the first lot of equipment submitted as per sub clause 4.8.I (a) (ii) shall be encashed by CIL. Consequent upon the encashment of the 100% Bank Guarantee due to unsuccessful performance, the Supplier shall take back the equipment at no cost to the Purchaser and the contract for the balance quantity shall be cancelled.

Further, in case of unsuccessful performance of the first lot of equipment, 100% Performance Bank Guarantee submitted for the second lot, if any, will also be encashed and the supplier will be advised to take back the equipment of second lot also.

ii) The original 10% performance bank guarantee shall also be encashed in respect of both first and second lot of equipment.

iii) The performance of any individual equipment under this clause shall not be considered for provenness in future tenders of CIL & subsidiaries for any capacity of this type of equipment.

B) In case of unsuccessful performance of any of the equipment supplied in the second lot, the 100%

Performance Bank Guarantee submitted for second lot of the equipment shall be encashed and supplier will be advised to take back all the equipment of second lot. However, the clearance issued for supply of balance quantity of the contract if any based on satisfactory performance of the first lot, will remain valid. The provisions mentioned under No (A) (iii) above will also be applicable in this case.

3.10 Startups and MSEs are exempted from prior experience criteria and should submit proof of establishing the quality assurance & technical capability for tendered item issued by any statutory authority in line with Relaxation of Norms for Startups& MSEs in Public Procurement regarding prior experience - prior turnover criteria as per NIT

4.0 Delivery: -

The bidder shall have to deliver the items within 90 days' time from the date of supply order. Delivery schedule shall be reckoned from the 7th day from the date of order.

5.0 Performance Bank Guarantee Clause: -

The firm shall have to submit PBG for 10% of the value of the order in the event of order placement to cover the guarantee period and shall remain valid for the period of 21 months from the date of dispatch of last consignment against the order. (Without prejudice of provisions of Clause No. 3.8)

6.0 Documents to be submitted along with offer -

6.1 List of consumables spares to be supplied along with Apparatus.

6.2 Technical Specifications and Instruction manual duly authenticated by OEM.

6.3 Scanned Self attested copy of Purchase orders and Performance Report received as per the Provenness Criteria of NIT. However, for the orders placed by WCL, the bidder has to submit only self-attested copy of the PO.

6.4 Certificate from OEM certifying that tester can be able to test various parameters as necessary in practical performance report required under IS 10245 (Part 1):1996 (reaffirmed 2006) and IS 10245 (Part 2):1994

6.5 Any other documents if required for completion of statutory provisions as required in the NIT

7.0 Documents to be supplied with product on delivery: -

1. Guarantee/ warranty certificate

2. Licences for laptop/ operating system/ software etc.

NOte: Shortfall/clarification shall be asked from the bidders only one time as per Gem bid provisions.

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