

S.O.No. 1110818579059 dtd. 24/08/19

## Contract

Contract No: GEMC-511687718367111

Generated Date:24-Jun-2019

Bid/RA No:GEM/2019/B/227102

## Organisation Details

Type: Central PSU  
 Ministry: Ministry of Coal  
 Department: Materials Management  
 Organisation Name: Western Coalfields Ltd  
 Office Zone: Western Coalfields Limited / Nagpur

## Buyer Details

Name: Ashish Nagarkar  
 Designation: Dy. Manager  
 Contact No.: -  
 Email ID: asnagarkar@westerncoal.gov.in  
 GSTIN: 27AAACW1578L1ZW  
 Address: 1st Floor, MM Wing, WCL Hqrs. Coal Estate, Civil Lines,  
 NAGPUR, MAHARASHTRA-440001, India

## Financial Approval Detail

IFD Occurrence : No  
 Designation of Administrative Approval : Director Personnel  
 Designation of Financial Approval : GM(Fin)/c-1

## Seller Details

Company Name: A K SALES CORPORATION  
 Email ID: ajay.aksales@gmail.com  
 Address: KASHMIRI BAGH,  
 Delhi, DELHI-110007. -

## Product Details

#	Item Description	Category Name	Model	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
1	AED	Automatic External Defibrillator (AED)	RADIAN & HR-501	6	pieces	441,468
Total Order Value (in INR)						441,468

## Consignee Detail

S.No	Consignee	Item	Quantity	Expected Delivery Date
1	Anand Kumar Pandey - Landline-- akpandey989@westerncoal.gov.in Regional Stores, WCL Pench Area P.O CHANDAMETA Distt. Chhindwara, M.P 480447, CHHINDWARA, MADHYA PRADESH-480447, India	AED	2	22-Sep-2019
2	SHAIK SHAHID HUSSAIN - Landline-- shshaik@westerncoal.gov.in Regional Stores, WCL PO SILEWARA COLLIERY Dist. Nagpur M.S.; Pin 441 109, NAGPUR, MAHARASHTRA-441109, India	AED	2	22-Sep-2019
3	Avinash Kumar - Landline-07172-237026- avinashkumar@westerncoal.gov.in Regional Stores, WCL P.O. GHUGUS COLLIERY Distt Chandrapur, M.S ; Pin 442 505, CHANDRAPUR, MAHARASHTRA-442505, India	AED	2	22-Sep-2019

## Product Specification for AED

Specification	Sub-Spec	Value
	Clinical Purpose	Automatic external defibrillator should be fully automated, using biphasic technology as per manufacturer recommendations energy level (joules) to deliver shock energy, complying with latest guidelines of AHA and must be upgraded to any future changes.

Product Configuration	Display	AED have an LCD screen that display text prompts & ECG on screen
	Alarms/Prompts:	Must provide both visual and audible prompts on CPR complying with latest AHA guidelines.
	Construction:	Compact, light weight, portable with easily identifiable ON/OFF switch and preferably with a handle to carry
	IPX rating for dust & water protection:	IP55 or better
Power	Power Source:	AED shall be battery operated
	Battery:	AED Battery shall be non rechargeable, disposable and easily replaceable battery.
	Battery Life:	Standby life of AED battery shall be of $\geq$ 4 years, sufficient for eight hours of monitoring or minimum 100 shocks
Accessories	Disposable electrode pads:	Adult Disposable Electrode Pads - 2 nos. and Paediatric Disposable electrode pads - 2 Nos. are to be supplied for each unit of AED. If the Buyer demands, Seller shall supply total 4 nos. of Disposable Electrode Pads suitable for Adult /Paediatric patients as per the requirement of the Buyer.
Certification & Warranty	Warranty of AED:	5 years. [With provision of free replacement of Battery during warranty period]
	Shelf life of Disposable electrode pad:	Two Years (if unused)
Operating Conditions & Certification	Operating Temperature:	0 degree to 50 degree C
	Operating Humidity:	12% to 90% RH, non condensing
	Operating Altitude:	100 to 15000 ft or above
	Certification	US FDA approved

## Terms and Conditions

### 1. General terms and conditions

**1.1** 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

**1.2 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.

**1.3 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.

**1.4 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.

**1.5 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.

**1.6 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).

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

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

**1.9 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.

**1.10 Financial Certificate:**

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

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

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

1.11 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.

**2. Additional Terms and conditions**

2.1 Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

2.2 Purchase preference will be given to MSME and Startup (Local supplier) : (if L-1 is not from selected category and 4 / 5 Seller (s) from selected category has/have quoted price within L-1 + percentage of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and award contract for percentage of total value as defined/ decided in relevant policy) Local Supplier as defined in Public Procurement (Preference to Make in India - 20%) Order 2017 and its subsequent Orders / Notifications issued by concerned Nodal Ministry for specific Goods/ Products

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

