

## Contract



11100818521179 13-Oct-2021

**Contract No:** GEMC-511687773658762

**Generated Date:** 13-Oct-2021

**Bid/RA/PR No:** [GEM/2021/B/1455609](#)

Organisation Details	Buyer Details
Type: Central PSU	Designation: Dy. Manager
Ministry: Ministry of Coal	Contact No.: 0712-2511381-5529
Department: Materials Management	Email ID: asnagarkar@westerncoal.gov.in
Organisation Name: Western Coalfields Ltd	GSTIN: 27AAACW1578L1ZW
Office Zone: Western Coalfields Limited / Nagpur	Address: 1st Floor, MM Wing, WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA-440001, India

Financial Approval Detail	Paying Authority Details
IFD Concurrence: No	Payment Mode: Offline
Designation of Administrative Approval: Director (Personnel)	Designation: Dy Manager Fin
Designation of Financial Approval: GM (Fin)/c -I	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:	1D89190000908943
Company Name:	APPASAMY ASSOCIATES PRIVATE LIMITED
Contact No.:	09025217796
Email ID:	info@appasamy.com
Address:	20 NA,SBI OFFICERS COLONY,ARUMBAKKAM,Tamil Nadu,600106, Chennai, TAMIL NADU-600106, -
MSME verified:	No
MSME Registration number:	-
GSTIN:	33AASCA3660R1Z0

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

Product Details								
#	Item Description	Category Name	Model	HSN Code	Ordered Quantity	Unit	Lead Time(Days)	Price (Inclusive of all Duties and Taxes in INR)
1	<b>Product Name :</b> appasamy associates Touch screen A-scan <b>Brand :</b> appasamy associates <b>Brand Type :</b> Registered Brand <b>Catalogue Status :</b> OEM verified catalogue <b>Selling As :</b> OEM	A-Scan	Appascan Max	HSN not specified by seller	3	pieces	-	689,808
Total Order Value (in INR)								<b>689,808</b>

Consignee Detail						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: asaari.mahender@nic.in Contact: -9618810882- GSTIN: - Address: Regional Stores, WCL P.O. GHUGUS COLLIERY Distt Chandrapur, M.S ; Pin 442 505, CHANDRAPUR, MAHARASHTRA-442505, India	appasamy associates Touch screen A-scan	-	1	13-Oct-2021	27-Nov-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 GSTIN: 23AAACW1578L1Z4, CHHINDWARA, MADHYA PRADESH-480447, India	appasamy associates Touch screen A-scan	-	1	13-Oct-2021	27-Nov-2021
	Designation: - Email ID: rahul.amane@nic.in					

3	Contact: 07116-247181- GSTIN: 27AAACW1578L1ZW Address: Regional Stores, WCL PO SILEWARA COLLIERY Dist. Nagpur M.S.; Pin 441 109, NAGPUR, MAHARASHTRA-441109, India	appasamy associates Touch screen A-scan	-	1	13-Oct-2021	27-Nov-2021
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### Product Specification for appasamy associates Touch screen A-scan

Specification	Sub-Spec	Value
Standard Parameter	Certifications for product	ICMED 13485 plus
	Certification Number and date	994000004 dt 20.12.2019
Performance parameter	Purpose	It is to determine eye length for calculation of intraocular lens power
	Type of scan	A scan
	Portability	Yes
	Eye type to be measure	Phakic,Aphakic,Pseudophakic,Cataract,Dense cataract
	Silicon oil filled eye	Yes
	Post refractive eye surgery	Yes
	Scan mode	Manual & Automatic
	Scan probe	Solid Tip
	Availibility of soft touch scan probe	Yes
	Scan Probe frequency in Mhz	10
	Fixation light	Internal LED
	Measurement provided	Axial length ,Anterior chamber depth,Lens thickness
	IOL calculation program available	HOLLADAY 1,Therotic/T BINKHORST,SRK II,SRK/T,HOFFER-Q,Haigis
	Display screen	Touch screen
	A scan should be digital and easy to use touch screen with high resolution with extreme reliability and accuracy	Yes
	Provision to store A- scan images and corresponding IOL data	Yes
	Provision to take minimum 5 scans with calculation of average axial length and standard deviation automatically	Yes
	Number of scan image and corresponding IOL data store	100
	Power Supply sources	Single Phase (230 V, 50 Hz)
	Compatiable online UPS provided	No
	UPS backup time in minute	N/A
	Type of printer provided	Laser printer
	Warranty (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)	3
Immersion A-scan Probe	Yes	
Provision of Upgradable to Pachymetry probe	No	
Certificate to be available from OEM/principal regarding availability approved centres for servicing in India	Yes	
2 Sets of Original Product instruction manual,Service manual and trouble shooting guide shall be supplied in English in hard copy & soft copy	Yes	
Demonstration of equipment and training to be provided after completing supplies before Acceptance	Yes	
Dimensional & Material Parameter	Accuracy in mm	± 0.1
	Minimum measurement range in mm	15-40
	Size of A scan (L x W x H) in mm x mm x mm	295x245x190mm
	Weight of A scan in kg	6.5
	Printer Paper roll	10
	Foot switch	1

Accessories	Power cord	Power cord 3 meter or more with Indian Plug
	Dust cover	1
	Spare fuse	5
Additional Parameter	Number of installations/Supply of the A Scan in Central /State/PSU Govt Hospitals( Note: Seller should supply a performance certificate of the device to the buyer if demanded after placement of order)	300
	OEM/Reseller ( if supplied to reseller shall ensure uninterrupted availability of all spares for 10 years)	Yes
	Availability of toll free facility for technical support maintained by OEM or authorized agencies	Yes
	QA, QC and other tests as per NABH shall be carried out by OEM or authorized agency of OEM	Yes
	Copies of all calibration and test reports to be submitted at the time of Supply of Machine	Yes
Reports	Manufacturer should have ISO certification for quality standards	ISO 9001 2015
	ISO Certification Number & date	Q60754320009Rev.00 Dt.28.7.20
	Copies of reports and certifications to be furnished to buyer on demand at time of supplies	Yes

### Buyer Defined Additional Specification for appasamy associates Touch screen A-scan

Specification	Value
Specification	Be able to calculate eye length in Phakic, Aphakic, pseudophakic, cataract
Specification	Have provision to take minimum 5 scan with calculation of average axial length and standard deviation automatically

#### Corrigendum

1. **Extended Upto** : 2021-09-11 18:00:00

### Terms and Conditions

#### 1. Special terms and conditions- Version:1 effective from 03-09-2020 to 10-09-2021

##### 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 transshipment (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.

**8. Software:**

All software updates should be provided free of cost during warranty period.

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

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