

## Contract



**Contract No:** GEMC-511687752485573  
**Generated Date:** 30-Nov-2021  
**Bid/RA/PR No:** [GEM/2021/B/1442866](#)

11100818521217 DT.30-Nov-2021

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

<b>Financial Approval Detail</b> IFD Concurrence: No Designation of Administrative Approval: Director Personnel Designation of Financial Approval: GM(Fin)/c-1	<b>Paying Authority Details</b> Payment Mode: Offline Designation: Manager Fin Email ID: ssrathod@westerncoal.gov.in GSTIN: - Address: 1st Floor, MM Wing, WCL Hqrs, Coal Estate, Civil Lines, NAGPUR CITY, MAHARASHTRA-440001, India
---	--

<b>Seller Details</b>	
GeM Seller ID:	82E9180000412973
Company Name:	Walnut Medical Private Limited
Contact No.:	09650622772
Email ID:	siddharth@walnutmedical.in
Address:	277,CIRCULAR ROAD,MODEL TOWN, AMBALA CITY, HARYANA-134003, -
MSME verified:	Yes
MSME Registration number:	UDYAM-HR-01-0002621
MSE Social Category:	General
MSE Gender:	Male
GSTIN:	06AABCW7814L1Z0

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

Product Details								
#	Item Description	Category Name & Quadrant	Model	HSN Code	Ordered Quantity	Unit	Lead Time(Days)	Price (Inclusive of all Duties and Taxes in INR)
1	<b>Product Name :</b> walnut medical Single or Dual Outlet Oxygen Concentrator, 5 Ltrs <b>Brand :</b> walnut medical <b>Brand Type :</b> Registered Brand <b>Catalogue Status :</b> OEM verified catalogue <b>Selling As :</b> OEM	oxygen concentrator (Q3)	WALNUT MEDICAL MS-OC-05	9025	58	pieces	-	2,482,400
Total Order Value (in INR)								<b>2,482,400</b>

Consignee Detail						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: kngopalakrishna@westerncoal.gov.in Contact: - GSTIN: - Address: WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA-440001, India	walnut medical Single or Dual Outlet Oxygen Concentrator, 5 Ltrs	-	58	30-Nov-2021	30-Dec-2021

Product Specification for walnut medical Single or Dual Outlet Oxygen Concentrator, 5 Ltrs		
Specification	Sub-Spec	Value
Type	Type of Oxygen Concentrator	Portable

Flow Rate	Flow Rate (Minimum) at 93% + - 3% oxygen purity (Litres per minute)	5
Oxygen outlet and pressure and tank capacity	Oxygen outlet(s)	Single or Dual
	Outlet pressure (KPa)	75
	Oxygen Concentration monitor available	Yes
	Oxygen tank capacity (Ltrs)	5
Power Source and Battery	Power Source	Electrical cum Battery Operated
	Average Power Consumption (Watt)	450
	Power Efficiency (W/LPM)	75
	Battery duration in hours (If Battery operated or Electrical cum Battery operated)	6
	Battery Charging (If Battery operated or Electrical cum Battery operated) (Hrs)	6
operating temperature humidity and altitude	Operating temperature Range	(from 12 degree C to 32 degree C or better for portable type)
	Operating humidity up to 95%	Yes
	Operating altitude Range up to (in meters) above sea level	4000
Type of Operation	Type of operation	Continuous Flow Type
Air Delivery	Adjustable Air Delivery mechanism	Yes
	Continuous flow rate (Litre per Minute) up to	5
Noise Level	Noise Level (dB)	Less than 40 db
Alarms and Alerts	Digital Display	LCD
	Audio Alarm	YES
	Visual Alarm	YES
	Alert of technical fault	YES
	Alert of wrong Battery	YES
	Alert of Depleted Battery	YES
	Alert of high Breath rate	YES
	Alert of low oxygen purity	YES
	Alert of No Breath	YES
	Alert for No flow	YES
	Alert for Low flow	YES
	Alert for High flow	YES
	Alert of Low Pressure	YES
	Alert of High Pressure	YES
	Alert of High temperature	YES
	Alert for Power failure	YES
	Alert for service requirement	YES
Weight and Dimensions	Weight (Kg)	19
	Dimension (height) (mm)	600
	Dimensions (Length) (mm)	375
	Dimensions (Width) (mm)	365
Flame Retardancy	Flame Retardant	Yes
Warranty	Manufacturer warranty Period (Years)	3
	Spare part availability	YES
standards and	Comply with International Standards	Yes
	Name of International standards	CE ROHS FCC ISO FDA
	FDA approved	Yes
	Conformity to ISO 80601-2-69:2014 of the Medical Electrical Equipment - Part 2-69: Particular requirements for basic safety and essential performance of oxygen concentrator equipment	Yes
	Availability of test report CE or EC certification (to be furnished by Seller to Buyer on demand) in accordance	

certifications	with Appendix II(excluding section 4) of medical device directive 93/42/EC & its amendment or equivalent	Yes
	Availability of Test Report(To be furnished by Seller to Buyer on demand) from Central Govt /NABL/ILAC accredited lab to prove conformity to specification	Yes
	Test report number and date	ITCCS/2020/200706 07/07/2020
	Name and address of the Lab	INDIANA TESTNEWDELHI
specification	Continious flow setting	1 LPM

### Buyer Defined Additional Specification for walnut medical Single or Dual Outlet Oxygen Concentrator, 5 Ltrs

Specification	Value
Continuous Flow Rate	Flow rate (minimum) at >=93%+/-3% oxygen purity (litres per minute)- Up to 5 LPM
Power Source	Electrical cum battery operated integrated
Oxygen percentage integrator	Alarm level indicator preferably below 70%

### 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.**

**1.2.1 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.**

**1.2.2 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.**

**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. Buyer Added Bid Specific Terms and Conditions-

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

2.2 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.**