

Contract



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Contract No: GEMC-511687728405397

Generated Date: 18-Nov-2021

Bid/RA/PR No: [GEM/2020/B/794542](#)

Organisation Details	Buyer Details
Type: Central PSU	Designation: Deputy 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: No	Payment Mode: Offline
Designation of Administrative Approval: Director Personnel	Designation: Dy Manager Fin
Designation of Financial Approval: GM(Fin)/c	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:	F015200001256363
Company Name:	ELITE TRADING CO
Contact No.:	08929794078
Email ID:	Govindtradingcompany1996@gmail.com
Address:	H-9/A,Elite Trading Co.,H-9/A SHAKARPUR NEAR SANJAY PARK,SHAKARPUR NEAR SANJAY PARK, delhi, Delhi-110092, -
MSME verified:	No
MSME Registration number:	-
GSTIN:	NA

*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	Product Name : medoxy 2 channels LED Modular Multipara Monitor - Low End Brand : medoxy Brand Type : Registered Brand Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM	Multipara Monitor - Low End (Q3)	MEDOXY MPM12	HSN not specified by seller	7	pieces	-	289,800
Total Order Value (in INR)								289,800

Consignee Detail						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: ujawal.rane@nic.in Contact: 07173-254042- GSTIN: 27AAACW1578L1ZW Address: Regional Stores, WCL Ballarpur Area PO Sasti Distt Chandrapur (M.S) Pin 442 706, Chandrapur, MAHARASHTRA-442706, India	medoxy 2 channels LED Modular Multipara Monitor - Low End	-	1	18-Nov-2021	03-Dec-2021
2	Designation: - Email ID: ss.mangare@nic.in Contact: 07175-285019- GSTIN: 27AAACW1578L1ZW Address: Regional Stores, WCL New Majri, P.O. Shivaji Nagar Distt Chandrapur, CHANDRAPUR, MAHARASHTRA-442503, India	medoxy 2 channels LED Modular Multipara Monitor - Low End	-	1	18-Nov-2021	03-Dec-2021

3	Designation: - Email ID: ulli.srikanthganesh@nic.in Contact: 07172-271036-265351 GSTIN: 27AAACW1578L1ZW Address: Regional Stores, WCL, Durgapur Opencast, P.O. DURGAPUR Distt Chandrapur, (M.S)Pin 442 403, CHANDRAPUR, MAHARASHTRA-442403, India	medoxy 2 channels LED Modular Multipara Monitor - Low End	-	1	18-Nov-2021	03-Dec-2021
4	Designation: - Email ID: abhimanue.katoch@nic.in Contact: 75875-95227- GSTIN: 23AAACW1578L1Z4 Address: Regional Stores,WCL Kanhan Area, P.O Dongaria Distt Chhindwara, M.P. Pin 480551 GSTN: 23AAACW1578L1Z4, CHHINDWARA, MADHYA PRADESH-480551, India	medoxy 2 channels LED Modular Multipara Monitor - Low End	-	1	18-Nov-2021	03-Dec-2021
5	Designation: - Email ID: kskattimani@westerncoal.gov.in Contact: 7146-271363- GSTIN: 23AAACW1578L1Z4 Address: Regional Stores, WCL, Durgapur Opencast, P.O. DURGAPUR Distt Chandrapur, (M.S)Pin 442 403, CHANDRAPUR, MAHARASHTRA-442403, India	medoxy 2 channels LED Modular Multipara Monitor - Low End	-	1	18-Nov-2021	03-Dec-2021
6	Designation: - Email ID: shshaik@coalindia.in Contact: 07116-247092- GSTIN: 27AAACW1578L1ZW Address: Regional Stores, WCL P.O. Umrer Project Dist. Nagpur M.S. Pin 441204, NAGPUR, MAHARASHTRA-441204, India	medoxy 2 channels LED Modular Multipara Monitor - Low End	-	1	18-Nov-2021	03-Dec-2021
7	Designation: - Email ID: rahul.amane@nic.in Contact: 07116-247181- GSTIN: 27AAACW1578L1ZW Address: Regional Stores, WCL PO SILEWARA COLLIERY Dist. Nagpur M.S.; Pin 441 109, NAGPUR, MAHARASHTRA-441109, India	medoxy 2 channels LED Modular Multipara Monitor - Low End	-	1	18-Nov-2021	03-Dec-2021

Product Specification for medoxy 2 channels LED Modular Multipara Monitor - Low End

Specification	Sub-Spec	Value
Standards	Conformity to Certifications (In case of EU CE/CE European certification from notified body)	CE European
	Conformity to Manufacturing Standards	ISO 9001 & ISO 13485
	Conformity to Safety Standards	ISO 80601-2-49 and IEC 60601-1 or BIS equivalent
Performance Parameters	Purpose	Low-end monitors are designed to perform basic vital-signs monitoring. These monitors may also be appropriate for IPD as well as OPD patients
	Type of Monitor	Modular
	Monitoring Parameters	ECG,HR, NIBP, PR, respiratory rate, SpO2, and body temperature
ECG parameters	Number of leads of ECG	5
	12-lead interpretation for ECG	Yes
	Arrhythmia detection and analysis	Yes
	Number of leads analyzed for ECG in single time	5
	Heart rate measurement range	At-least 30 -250 BPM
	Accuracy	± 5 BPM
	Minimum gradation	1 bpm
Respiration Parameters	Respiration Method	Impedance pneumography
	Display waveform of respiration	Yes
	Threshold control for respiration	Yes
	Respiration rate measurement range	At-least 0-100 bpm
	Minimum gradation of respiratory measurement	1 BPM
	Measurement technique	Nellcor
	Other Measuring Techniques (In case measurement technique is nellcor, masimo ,	NA

Pulse Oximetry Parameters	draeger, oxisure, trusignal put NA otherwise indicate the measurement technique)	
	Probe type supplied	Adult,Pediatric,Neonatal
	Type of adult probe	Reusable
	Type of pediatric probe	Reusable
	Type of neonatal probe	Reusable
	SPO2 measurement range	Atleast 40-70 % & 70 to 99%
	Accuracy of SPO2 measurement	Better than ± 1 % for 40-70 range & better than ± 3 % for 70-99 range
	Minimum Gradation	1%
NIBP Parameters	Measurement technique for NIBP	Step-deflation oscillometric
	Cuff supplied	Adult,Pediatric,Neonatal
	Cuff size for Adult	Medium
	Cuff size for pediatric	Standard
	Cuff size for neonate	Standard
	Blood pressure monitoring range	30-300mm/Hg
	Gradation	1 mm/Hg or better
Temperature Parameters	Number of channels for temperature	2
	Probe type	skin
	Temperature probe type	Reusable
	Temperature probe range	Atleast 30 - 40 degree
	Minimum gradation of temp probe	1/10 degreeC
	Accuracy in %	± 1 %
	Length of time of full disclosure of patient data in hr	≥ 48
	Operating conditions	Capable of operating continuously in ambient temperature of 0 to 50 de c and relative humidity of 15 to 90% in ideal circumstances
	Length of time of trending in hr	≥ 24
Alarms	Opeartor can set audio visual alarm levels for low or high levels of each parameter independently	Yes
	Systolic BP - low and high	Yes
	Diastolic BP - low and high	Yes
	Mean BP - low and high	Yes
	Heart rate - low and high	Yes
	SPO2 - low and high	Yes
	Respiratory rate - low and high	Yes
	Temperature -low and high	Yes
	Alarm Volume should be adjustable	Yes
	Type of alarm	Audio and Visual
	Activating silence of alarm	Yes
	Duration of alarm silence in sec	120
	Suspension of all alarms	Yes
	Latching of alarms	Yes
	Cuff leakage alarm	Yes
	Cuff disconnect alarm	Yes
	Alarm for inflation/deflation errors	Yes
	Low battery voltage indication	Yes
	Sensor/ wire/probe disconnection alarm	Yes
Networking Parameters	Ethernet port	Yes
	Wireless	Yes
	USB port	Yes

	Connectivity provision with Central Nursing Station	Yes
Display Parameters	Type of display	LED
	Display Size,inch with $\pm 5\%$ tolerance	12
	Traces of display	6 or more
	User Interface of display	Both (Rotary knob and Touchscreen)
	Inbuilt thermal Recorder (Printer)	Yes
	Display must allow easy viewing at all ambient light levels	Yes
Standard Accessories	Resusable SpO2 probe	Adult,Pediatric,Neonatal
	Number of adult probe	2
	Number of pediatric probe	1
	Number of neonatal probe	1
	ECG cable	5 lead
	Number of ECG cable	1
	Skin and Rectal temperature probe	1
Additional Parameters	Accessories to wall mount the monitor	Yes
	Weight of the Machine in kg	5
	Noise level in dB	50
	Body of the monitor to be strong , durable and splash proof	Yes
	Should be supplied with protective case for clean storage and safe transport	Yes
Power Requirements	Type of power supply in VAC,HZ	220-240, 50Hz Single Phase
	Mains cable to be atleast 3m length Indian type 3 pin	Yes
	Type of battery backup	Lithium-ion ,rechargeable
	Backup time in minutes	120
	Recharging time of battery in hr	≤ 6
Warranty, Servicing and Installation	Original User / Technical manuals to be supplied in English in hard and soft copy	Yes
	Installation, Demonstration and training to be provided at consignee end at any part of country	Yes
	The Principal Manufacturer Must Have Direct Presence/approved service center In India	Yes
	Advanced maintenance task required shall be documented and procedures required for local calibration and routine maintenance and list of imp spare parts with accessories along with part numbers to be furnished	Yes
	Availability of toll free facility for technical support maintained by OEM or authorized agencies	Yes
	Warranty (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)	3
	Copies of all certifications and reports to be provided to buyer on demand at time of supplies	Yes

Note: Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

Terms and Conditions

1. Special terms and conditions- Version:1 effective from 03-09-2020 to 11-05-2021

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. Buyer Added Bid Specific Terms and Conditions-

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

3.2 Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

3.3 To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid): Product certification- EU/CE/Indian Standards/BIS/USFDA.

3.4 Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

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