

Contract



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Contract No: GEMC-511687761245261

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Bid/RA/PR No: [GEM/2020/B/794272](#)

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 : ABM TFT Display Cardiac Monitor with defibrillator Brand : ABM Brand Type : Registered Brand Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM	Cardiac Monitor with defibrillator (Q3)	ABM DF-11	HSN not specified by seller	10	pieces	-	1,264,000
Total Order Value (in INR)								1,264,000

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	ABM TFT Display Cardiac Monitor with defibrillator	-	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	ABM TFT Display Cardiac Monitor with defibrillator	-	1	18-Nov-2021	03-Dec-2021

3	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	ABM TFT Display Cardiac Monitor with defibrillator	-	1	18-Nov-2021	03-Dec-2021
4	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	ABM TFT Display Cardiac Monitor with defibrillator	-	1	18-Nov-2021	03-Dec-2021
5	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	ABM TFT Display Cardiac Monitor with defibrillator	-	1	18-Nov-2021	03-Dec-2021
6	Designation: - Email ID: akpandey989@westerncoal.gov.in Contact: -8989117973- GSTIN: 23AAACW1578L1Z4 Address: Regional Stores, WCL Pench Area P.O CHANDAMETA Distt. Chhindwara, M.P 480447 GSTN: 23AAACW1578L1Z4, CHHINDWARA, MADHYA PRADESH-480447, India	ABM TFT Display Cardiac Monitor with defibrillator	-	1	18-Nov-2021	03-Dec-2021
7	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	ABM TFT Display Cardiac Monitor with defibrillator	-	1	18-Nov-2021	03-Dec-2021
8	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	ABM TFT Display Cardiac Monitor with defibrillator	-	1	18-Nov-2021	03-Dec-2021
9	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	ABM TFT Display Cardiac Monitor with defibrillator	-	2	18-Nov-2021	03-Dec-2021

Product Specification for ABM TFT Display Cardiac Monitor with defibrillator

Specification	Sub-Spec	Value
Standards	Conformity to Certification (In case of EU CE/CE European certification from notified body)	European CE
	Certification number and date	4170 & 31/12/2019
	Conformity to Manufactures Certification	ISO 9001 & ISO 13485
	Conformity to Safety Standards	IEC 60601-2-4 or Equivalent BIS
	Capability parameter of defibrillator	ECG Monitoring , defibrillation
	Technology of defibrillator	Biphasic technology
	Modes in defibrillator	Manual
	Maximum energy selection in joules	300
	Capability of ECG Monitoring	ECG leads , multi function electrodes , paddles
	Number of wave-forms	2
	Patient compatibility to defibrillate	Adult ,pediatric patients

Performance Parameters	Type of display	TFT
	Size of display screen in inch	7
	Provision to display ECG waveform on bright high resolution display	Yes
	Facility to have synchronized cardio version	Yes
	Ability to display CPR index on screen real time	No
	Ability to filter out CPR artefacts to see organised rhythms without interrupting chest compression	Yes
	Provision of within built rechargeable battery	Yes
	Battery backup to deliver number of shocks at maximum energy	100
	Weight of defibrillator with battery and paddles in Kg	7
	Provision of in built recorder	Yes
	Provision of printing ECG trace & stored information	Yes
	Facility of External non-invasive pacing	No
	Type of external transcutaneous pacing modes	Demand mode
	Pulse width of External non-invasive pacing in milli seconds	NA
	Ability to measure chest compression rate and depth in real time with visual feedback on screen with rate and depth indicator	Not Provided
	Facility to monitor EtCO2	No
	Facility to monitor NIBP	No
	Facility to monitor SPO2	No
	Upgradability to monitor EtCO2	Yes
	Upgradability to monitor NIBP	Yes
	Upgradability to monitor SPO2	Yes
	ECG monitoring	Using 3 lead
	Provision of user selectable alarm settings	Yes
	The machine should work on mains as well as on rechargeable battery	Yes
	Ability to select energy from paddles	Yes
	Ability to charge and discharge through paddles as well as from main unit	Yes
	Facility for internal defibrillation	No
	Charging time for maximum energy in seconds	7
	Mechanism of self test of unit	Automatic and manual
	Unit should do self test with facility to give printout of defibrillator testing report and also have code ready indicator on unit	Yes
	Provision of stainless steel trolley with lockable castors	No
	Suitability of defibrillator for transport on ground (ambulance)	Yes
	Defibrillator suitable to use at high altitudes and in air craft	No
Defibrillator should display selected energy	Yes	
Defibrillator should display delivered energy	Yes	
Suitability of defibrillator for transportation in air (aircraft)	No	
Availability of suitable protection for dust and water	No	
Accessories	Li-ion Battery	1
	ECG cable	1
	NIBP pediatric cuff with hose	Not provided
	NIBP adult cuff with hose	Not provided
	Reusable airway adaptor to be used with ETCO2 main stream / side stream sensor and cable	Not provided
	Disposable airway adpater with EtCO2 mainstream sensor and cable	Not provided
	External defibrillator paddles (pediatric in built in adult)	1
	Multi Function Defibrillator & Monitoring pads/gel sheets	Not provided
	Recorder paper roll	10
	Reusable CPR feedback sensor/or similar product reused	Not provided

Miscellaneous Parameters	Warranty (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)	1
	Original User / Technical manuals to be supplied in English in hard and soft copy	Yes
	Original copy of operating and service manuals to be supplied in English in hard and soft copy	Yes
	Calibration and preventive maintenance certificate has to be provided as per requirement	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
	Provide Certificate from the principal that spare parts will be available from next 10 years at the time of supplies to the buyer	Yes
	Copies of all certifications to be provided to buyer on demand at time of supplies	Yes

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 Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

3.2 The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

3.3 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.

3.4 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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