

Contract



Contract No: GEMC-511687707320689
Generated Date: 10-Nov-2021
Bid/RA/PR No: [GEM/2021/B/1272755](#)

21100817021201 DT.11-Nov-2021

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 Designation: Deputy Manager Contact No.: 0712-2511381- Email ID: alokkumar@westerncoal.gov.in GSTIN: 27AAACW1578L1ZW Address: WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA-440001, India	
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Financial Approval Detail IFD Concurrence: Yes Designation of Administrative Approval: CMD WCL Designation of Financial Approval: GM Finance		Paying Authority Details Payment Mode: Offline Designation: Dy Manager Fin Email ID: sprathi@westerncoal.gov.in GSTIN: 27AAACW1578L1ZW Address: WCL Hqrs, Coal Estate, Civil Lines, NAGPUR CITY, MAHARASHTRA-440001, India	
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Seller Details GeM Seller ID: 0515180000315627 Company Name: SWATI SAFESECURE EQUIPMENTS PRIVATE LIMITED Contact No.: 09860099212 Email ID: info@swatisafesecure.com Address: 1101, KRUSHAL COMMERCIAL COMPLEX, G.M ROAD,, CHEMBUR WEST, MUMBAI, MAHARASHTRA-400089, - MSME verified: Yes MSME Registration number: MH19D0027478 GSTIN: 27AANCS3239D1ZA	
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*GST / Tax invoice to be raised in the name of - Consignee

#	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 : Portable Gas Chromatograph Brand : Agilent Brand Type : Registered Brand Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM	Portable Gas Chromatograph (Q3)	Agilent Micro GC 990	HSN not specified by seller	4	pieces	-	33,606,400
2	Product Name : ICT charges for Portable Gas Chromatograph Brand : NA Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM	Addon Services for bid (Q3)	ICT	HSN not specified by seller	4	pieces	-	8,401,600
Total Order Value (in INR)								42,008,000

Consignee Detail						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	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	Portable Gas Chromatograph	-	4	10-Nov-2021	10-Mar-2022

Product Specification for Portable Gas Chromatograph

Specification	Sub-Spec	Value
Custom Specification	Custom Specification	Yes

Comprehensive maintenance charges for Portable Gas Chromatograph

Service Year	CMC Percentage
CMC charges for 1st year after warranty period in % of cost of equipment	5.80%
CMC charges for 2nd year after warranty period in % of cost of equipment	6.38%
CMC charges for 3rd year after warranty period in % of cost of equipment	7.02%
CMC charges for 4th year after warranty period in % of cost of equipment	7.72%
CMC charges for 5th year after warranty period in % of cost of equipment	8.49%
CMC charges for 6 year after warranty period in % of cost of equipment	9.34%

Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	80 %
Min Cost Allocation for ICT as a % of product cost	20 %
Number of days allowed for ICT after site readiness communication to seller	30 Days

Seller Specification Document:

1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/62/60/601/CatalogAttrs/SpecificationDocument/2021/6/30/2021_06_30_14_30_10_tech-specifications-gas-chromat_2021-06-30-14-30-21_86d7be7ad70215473cb7603834b50ad0.pdf
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Buyer Specification Document:

1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/100431/54/78/703/CatalogAttrs/SpecificationDocument/2021/6/9/tech-specifications-gas-chromatograph_2021-06-09-16-00-29_45d2c4f7319f497e04edaf24fc6b29db.pdf
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Corrigendum

1. **Extended Upto** : 2021-07-12 17:00:00

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 Warranty period of the supplied products shall be 2 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

2.2 Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

2.3 Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

2.4 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.

2.5 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.

2.6 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): 1. List of Consumables Spares to be supplied along with Apparatus 2. Technical Specifications and Instruction manual duly authenticated by OEM. 3. Scanned Self attested copy of Purchase Orders and Performance Report received as per the Provenness Criteria of NIT. However, for the orders placed by WCL, the bidder has to submit only self-attested copy of the PO. 4. Any other documents if required for completion of statutory provisions as required in the NIT.

2.7 Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

2.8 Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

2.9 Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide Comprehensive Maintenance Service for next 5 years for the offered products at the rate not more than 10 % of contract price per annum. Buyer reserves the right to enter into a CMC agreement with the Successful Bidder / OEM after expiry of the Warranty period at above mentioned rate and the payment for the CMC charges would be made Quarterly after rendering of the CMC Services of the relevant CMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the CMC contract when called upon by the buyer. CMC would include cost of preventive maintenance /Annual Maintenance including testing, availability of carrier&calibration gases & calibration as per technical/service/operational manual of the manufacturer. Supply of sensor and spares after the completion of warranty maintenance for the initial two years is to be provided subject to conditions mentioned in DGMS circular no-DGMS/Genl/Tech cir no 13, Dhanbad, dated 17.11.2009 (Upload the undertaking). (Upload the undertaking). The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 5% of total CMC value valid up to CMC period plus 2 months (if there is no other claim).

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

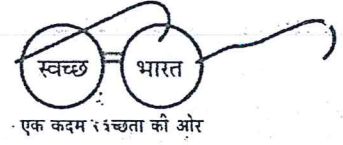
21100817021201 07.11.21

केवल नागपुर कोर्ट के अधिकार क्षेत्र मे

Under Jurisdiction of Nagpur Court only



वेस्टर्न कोलफील्ड्स लिमिटेड
Western Coalfields Limited
(मिनीरत्न कंपनी) (A Miniratna Company)
(कोल इंडिया लि० की अनुषंगी कंपनी)
(A Subsidiary of Coal India Limited)



सामग्री प्रबंधन विभाग

Department of Material Management

Email: gmmm-purchase.wcl@coalindia.in

FAX: 0712-2510284

CIN - U10100MH1975GO1018626

www.westerncoal.nic.in

पंजी. का.: कोयला बिहार, सिविल लाइंस, नागपुर (महाराष्ट्र)-440001 / Regd. Off.: Coal Estate, Civil Lines, Nagpur (MS)-440001

संदर्भ संख्या/Ref.No.: नाग/वेकोलि/साप्रवि/ 89

दिनांक/Date: 11.11.2021

GEMC-511687707320689/Amendment/A

To,
SWATI SAFESECURE EQUIPMENTS PRIVATE LIMITED,
1101, KRUSHAL COMMERCIAL COMPLEX,
G.M ROAD,, CHEMBUR WEST, MUMBAI,
MAHARASHTRA-400089,
Ph. 09860099212 Email ID: info@swatisafesecure.com
GeM seller Id: 0515180000315627

- Ref: 1. WCL Bid/RA/PR No:GEM/2021/B/1272755
2. GEMC-511687707320689 Generated Date: 10-Nov-2021
3. Your offer against the Bid/RA/PR No: GEM/2021/B/1272755
4. Your final revised Letter ref. no. SSSEPL/21-22/WCL/Clar/01 date: 05.10.2021 for Suo-moto reduction in prices

Sub: Amendment in GEMC-511687707320689 Generated Date: 10-Nov-2021

Dear Sir/Ma'am,

With reference to the Supply order no GEMC-511687707320689 Generated Date: 10-Nov-2021 the following is amended.

1. **Comprehensive maintenance charges for Portable Gas Chromatograph:** Annual CAMC charges may be read as under:

Description : CAMC charges	Qty.	Unit Price	GST @ 18%	Total (per unit)	Total Cost
CAMC charges for 1 year	4	400500.00	72090.00	472590.00	1890360.00
CAMC charges for 2 year	4	410500.00	73890.00	484390.00	1937560.00
CAMC charges for 3 year	4	440550.00	79299.00	519849.00	2079306.00
CAMC charges for 4 year	4	450000.00	81000.00	531000.00	2124000.00
CAMC charges for 5 year	4	484605.00	87228.90	571833.90	2287335.60
CAMC charges for 6 year	4	498000.00	89640.00	587640.00	2350560.00

Note: Seller has to seek clearance from this office before the commencement of CAMC.

Akshay
11/11/21

AK
11/11/21

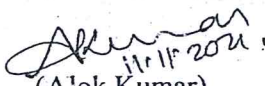
2. List of Spares covered under CAMC- Gas Chromatograph.

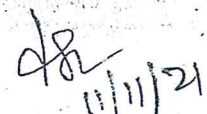
1. SI Heated Rear all channels
2. 2-position Connecting Unit 1/8 in
3. Field Case refill assy EN (BS3)
4. Fitting-Connect 1/8-in-TBG SST
5. 2-position Connecting Unit 1/8 in
6. Fitting-Connect 1/8-in-TBG SST
7. Power supply board (Interface board)
8. Manual changeover manifold
9. Cylinder Regulator - Helium & Argon
10. Cylinder Regulator - Calibration Mix
11. Pressure regulator of gas panel

Note: Any item which is not included in the above list is not covered under the scope of CAMC and need to be procured separately as and when required.

All other terms and conditions shall remain unchanged.

Yours Faithfully


(Alok Kumar)
Deputy Manager(MM)


11/11/21
(S.S.Bhal)
Chief Manager (MM)

CC:

1. GM(S&C)HoD WCL (Budget for CAMC charges may be provided by GM(S&C) before the commencement of CAMC)
2. GM(Fin)I/c
3. Depot Officer Nagpur area / Office file