

Contract



Contract No: GEMC-511687752002628

Generated Date: 08-Nov-2021

Bid/RA/PR No: [GEM/2021/B/1479729](#)

Schedule Name: Schedule 2

Organisation Details	Buyer Details
Type: Central PSU Ministry: Ministry of Coal Department: Materials Management Organisation Name: Bharat Coking Coal Limited Office Zone: Bccl Dhanbad	Designation: Assistant Manager6 Contact No.: 62876-95241- Email ID: mayank.shekhar@nic.in GSTIN: 20AAACB7934MFZB Address: MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India

Financial Approval Detail	Paying Authority Details
IFD Concurrence: Yes Designation of Administrative Approval: D (T) P&P Designation of Financial Approval: GM (MM) / HOD	Payment Mode: Offline Designation: HOD Purchase Finance Email ID: pao5.bccl.jh@gembuyer.in GSTIN: N Address: MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India

Seller Details	
GeM Seller ID: 596B180000648796 Company Name: INTERNATIONAL ELECTRO MEDICAL CO Contact No.: 09310209040 Email ID: iemcophysio@gmail.com Address: 2/7, anhinsa mandir lane, ANSARI ROAD, DARYA GANJ, NEW DELHI, DELHI-110002, - MSME verified: Yes MSME Registration number: DL01A0004862 MSE Social Category: General MSE Gender: Male GSTIN: 07AAAFI2035F1ZX, 07AAAFI2035F1ZX	

*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 : IEMCO Microwave diathermy machine (Continuous and pulsed) Powder coated MS body Brand : IEMCO Brand Type : Registered Brand Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM	Microwave diathermy machine (Continuous and pulsed) (Q3)	MWD250CP	9019	1	pieces	-	252,840
Total Order Value (in INR)								252,840

Consignee Detail						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: anand.kumar@coalindia.in Contact: 0326-2206167-234 GSTIN: 20AAACB7934MFZB Address: Chief Of Medical Services, Central Hospital, PO- Jagjivan Nagar., DHANBAD, JHARKHAND-826003, India	IEMCO Microwave diathermy machine (Continuous and pulsed) Powder coated MS body	-	1	08-Nov-2021	08-Dec-2021

Product Specification for IEMCO Microwave diathermy machine (Continuous and pulsed) Powder coated MS body

Specification	Sub-Spec	Value
GENERIC	Product description	Microwave diathermy machine (Continuous and pulsed)
	Clinical purpose	To evenly warmup small areas of tissues without heating the skin that give pain relief to the patient and also for treatment of traumatic and rheumatic conditions affecting superficial muscles, ligaments and small superficial joints
	Application	Clinics, Hospitals
CONTENTS & FEATURES	Material of housing cabinet	Powder coated MS body
	Technology	Microprocessor controlled solid state
	Multicavity magnetron valve	Yes
	Coaxial cable	Yes
	Director (transducer)	Yes
	Antenna with in a curved reflector	Yes
	Type of antenna	Circular
	Diagnostic test facility to check proper functioning of the unit available	Yes
	Automatic compensation for fluctuations in main voltage	Yes
	Complies for safety to protection against electric shock	class 1B
	Double safety control with alarm in case of overheating	Yes
	Safety instructions of usage label pasted on the machine	Yes
	Do's and Dont's must be displayed on the machine with "Warning" instructions	Yes
	Additional precautions if any must be displayed on the machine label	Yes
	The machine is trolley mounted on castors with stoppers	Yes
	Therapy output is controlled through foot pedal	No
	Size (HxWxL) in mm, (Tolerance : +/-5mm in each direction)	835 x 360 x 410
Weight (Kg)	10 to 30	
OPERATIONAL REQUIREMENTS	RF Power source	Solid state RF Generator
	RF Indicator available	Yes
	Input power supply	220+/-10% V, 50 Hz, AC Single phase
	Power consumption (Watt)	250
	Peek Power output (Continuous mode)(Watt)	250
	Peek Power output (Pulsed mode) (Watt)	1600
	Tuning control to adjust the output power as per requirement is available	Yes
	Operating frequency (MHz)	2450
	Wave length (mm)	122 to 125
	Tuning control to adjust the radio frequency to required out put level is available	Yes
	Auto selectable preset treatment mode	Yes
	Auto control time selection in preset mode, (minute)	1 to 99
	Digital timer display	Yes
	Provided with preset therapy protocols	Yes
USER INTERFACE	Display	LCD Graphic display with touch screen, menu driven
	Screen saver facility after certain time selectable of inactivity	Yes
	Personal protocols to save in memory, (Max) (No)	100
	Facility to recall and use the stored protocols at any point available	Yes

STANDARD ACCESSORIES INCLUDED FOR SUPPLY WITH MAIN EQUIPMENT	Antenna (No)	1
	High frequency cable (No)	1
	Mains cable (No)	1
PACKING	The product is packed individually in a wooden box including all the accessories in such a way that there will be no transit damage during transportation	Yes
ENVIRONMENTAL CONSIDERATIONS	Storage conditions	Temperature 0 deg C to 40 deg C, RH 15% to 85%
	Working environment	Temperature 10 deg C to 40 deg C, RH 15% to 85%
CERTIFICATIONS & REPORTS	Submission of Test Report from Central Govt/NABL/ILAC accredited Lab to prove the conformity to declared specification at the time of supply	Yes
	Product certification	EU-CE,US-FDA
	Four digit number of notified body if the product is EU-CE certified	4281
	Manufacturer facility certification	ISO:9001 & ISO:13485
	Certification, performance and safety standards specific to the device	ISO 14971:2007
	Submission of all the certifications and test reports to the buyer along with supplies on demand	Yes
INSTALLATION, TRAINING & MAINTENANCE	Scope of supply includes free installation, safety and operation checks of the equipment by the supplier before handover	Yes
	Scope of supply includes training of users in proper functioning and basic maintenance of the equipment	Yes
	User technical and maintenance manual detailing complete maintenance schedule with routine maintenance is provided	Yes
WARRANTY	Warranty in Years (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)	2
	Contact details of manufacturer, supplier and local service agent to be provided	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.

Corrigendum

1. **Extended Upto** : 2021-09-17 15:00:00
2. **Extended Upto** : 2021-09-24 15:00:00

Terms and Conditions

1. Special terms and conditions- Version:1 effective from 04-05-2020

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.

- **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.

- **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.

- **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.

- **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.

- **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.

- **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.

- **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 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.

3.3 Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

3.4 ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

3.5 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.

3.6 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.

3.7 Warranty period of the supplied products shall be as given in specifications 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.

3.8

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

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