

## Contract



Contract No: GEMC-511687721415548

Generated Date: 26-Nov-2021

Bid/RA/PR No: [GEM/2021/B/1475313](#)

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: 90AC180000614810 Company Name: MEDICHEM ELECTRONICS Contact No.: 09811139456 Email ID: medichemelectronics@gmail.com Address: B-60, Sec-64, Electronic City, Noida, Gautam Budh Nagar, Ghaziabad, UTTAR PRADESH-201301, - MSME verified: Yes MSME Registration number: UP28B0014569 MSE Social Category: General MSE Gender: Male GSTIN: 09AFPPB3580C1ZK , 09AFPPB3580C1ZK , 09AFPPB3580C1ZK	

\*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> : MEDILAP On Mobile Floor stand Phototherapy machine for SNCU <b>Brand</b> : MEDILAP <b>Brand Type</b> : Registered Brand <b>Catalogue Status</b> : OEM verified catalogue <b>Selling As</b> : OEM	Phototherapy machine for SNCU (Q3)	MEDIRAY -05+	9018	3	pieces	-	80,550
Total Order Value (in INR)								<b>80,550</b>

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	MEDILAP On Mobile Floor stand Phototherapy machine for SNCU	-	3	26-Nov-2021	10-Jan-2022

Product Specification for MEDILAP On Mobile Floor stand Phototherapy machine for SNCU		
Specification	Sub-Spec	Value



**BHARAT COKING COAL LIMITED**  
(A Subsidiary of Coal India Ltd.)

भारत कोकिंग कोल लिमिटेड  
**OFFICE OF CHAIRMAN-CUM-MANAGING-DIRECTOR**  
Bharat Coking Coal Limited,,



P.O - BCCL Township, Dist.-Dhanbad, Jharkhand, India-826005

**Coal India Limited**

A Maharatna Company  
www.coalindia.in

Phone No:

Fax :

Website :

CIN : U10101JH1972GOI000918

Email :

GSTN : 20AAACB7934MFZB

Purchase Order No: 5100001072

**PURCHASE ORDER**

Document Date: Nov 26, 2021

To,

MEDICHEM ELECTRONICS

MEDICHEM ELECTRONIC SB-60 ELECTRONIC  
CITY, NOIDA GAUTAM BUDDHA NAGAR

201301

Uttar Pradesh

India

Department: MM

PCC BY REGD. POST/MAIL

E-Mail Address : MEDICHEMELECTRONICS@GMAIL.COM

Telephone :

GST No : 09AFPPB3580C1ZK

Vendor Code : 10001167

Purchase Order for procurement of Pediatric & Neonatal Equipments for CHD, BCCL.

As per GeM Contract Ref no.

1. GEMC-511687782381404 dated 26.11.2021 for Clinical incubators or infant warmers (Q3) - 07 Nos.
2. GEMC-511687721415548 dated 26.11.2021 for Phototherapy machine for SNCU (Q3) - 03 Nos.

Item No	Material No.	Short Text	HSN/SAC	UOM	Quantity	Unit Price	Price (Rs)
10		Clinical incubators or infant warmers		EA	1.000	38900.00 INR	38900.00
						Gross Price	38900.00
<b>Material Description :</b>							
Part No. :							
20		Clinical incubators or infant warmers		EA	1.000	38900.00 INR	38900.00
						Gross Price	38900.00
<b>Material Description :</b>							
Part No. :							
30		Clinical incubators or infant warmers		EA	1.000	38900.00 INR	38900.00
						Gross Price	38900.00
<b>Material Description :</b>							
Part No. :							

40		Clinical incubators or infant warmers		EA	1.000	38900.00 INR	38900.00
						Gross Price	38900.00
<b>Material Description :</b>							
<b>Part No. :</b>							
50		Clinical incubators or infant warmers		EA	1.000	38900.00 INR	38900.00
						Gross Price	38900.00
<b>Material Description :</b>							
<b>Part No. :</b>							
60		Clinical incubators or infant warmers		EA	1.000	38900.00 INR	38900.00
						Gross Price	38900.00
<b>Material Description :</b>							
<b>Part No. :</b>							
70		Clinical incubators or infant warmers		EA	1.000	38900.00 INR	38900.00
						Gross Price	38900.00
<b>Material Description :</b>							
<b>Part No. :</b>							
80		Phototherapy machine for SNCU		EA	1.000	26850.00 INR	26850.00
						Gross Price	26850.00
<b>Material Description :</b>							
<b>Part No. :</b>							
90		Phototherapy machine for SNCU		EA	1.000	26850.00 INR	26850.00
						Gross Price	26850.00
<b>Material Description :</b>							
<b>Part No. :</b>							
100		Phototherapy machine for SNCU		EA	1.000	26850.00 INR	26850.00
						Gross Price	26850.00
<b>Material Description :</b>							
<b>Part No. :</b>							
						Total Net Value Exclusive of Tax	INR 352850.00
						Total Net Value Inclusive of Tax	INR 352850.00
<b>Amount in words:</b>	Three Lakh Fifty Two Thousand Eight Hundred Fifty Rupees Only						

**General Terms and Conditions**

As per GeM Contract Ref no.

1. GEMC-511687782381404 dated 26.11.2021 for Clinical incubators or infant warmers (Q3) - 07 Nos.
2. GEMC-511687721415548 dated 26.11.2021 for Phototherapy machine for SNCU (Q3) - 03 Nos.

Performance Parameters	Purpose	The system emits light for reducing the concentration of bilirubin
	Type of phototherapy machine	On Mobile Floor stand
	Phototherapy technology	LED
	Light unit shall be made of easily cleanable plastic or fibre material	Yes
	Type of coolinf	Natural cooling
	The range of main radiation spectrum in nm	400-550
	Peak wavelength of light in nm	450 to 465
	Minimum spectral Irradiance in $\mu\text{W}/\text{cm}^2/\text{nm}$	35 - 40 $\mu\text{W}/\text{cm}^2/\text{nm}$ at 45 cm height
	Irradiance shall be free from UV and IR radiation	Yes
	Availability of digital hour meter showing time	Treatment time for patient + Cumulative lamp hours
	Machine should have timer to indicate monitoring therapy hours resettable and LED usage non resettable	yes
	Interruption and a restoration of the power supply do not change preset values	Yes
	Average Effective light field in $\text{mm}^2$	700-1000
	LED life hours for LED light unit in hours	above 20000-upto 30000
	Facility of Over temperature safety cut out	Yes
	Minimum height of phototherapy light unit from floor to use near the mother bed in mm	1100
	Maximum height of phototherapy light unit from floor to use near the mother bed in mm	1600
	LED should not topple on 10 deg inclined angle	Yes
	The irradiance ratio (min to max) on mattress	30 - 40 %
	Indicator light shall be provided to indicate that equipment is in use	Yes
	Free fall protection for LED	Counter balanced with locks
	Phototherapy unit can be used with infant care trolley , radiant warmer and incubator and The base of the unit should be such that it will go beneath any incubator/bed/trolley with minimum of 100 mm floor clearance	Yes
	Facility of adjustment of light intensity	Variable in steps
	Mobile stand with movable castors and height adjustment facility along with easy swiveling of source box	Yes
	Number of castors	4
	Number of brakes	2
	All surfaces to be made of corrosion resistant materials	Yes
	Noise (in dB)	45
	Phototherapy unit shall be equipped with white light for observation purpose	Yes
	Phototherapy unit shall be provided with irradiance measurement meter in $\mu\text{W}/\text{cm}^2/\text{nm}$	Not provided
	Phototherapy unit shall consist of backlit LCD	Yes
	Complete unit shall be easily washable and sterilizable using both alcohol and chlorine agents	Yes
	Length of main cable in meter with power socket of standard indian make to be provided	3
Power supply	230 $\pm$ 10 VAC, 50Hz	
Maximum temperature range of machine in degree Celsius	40°C	
Warranty (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)	2	
Additional Parameters	Availability of Electrical protection by resettable over current breakers or replaceable fuses, fitted in both live and neutral lines	Yes
	Power consumption in watts	upto 45
	Number of replacement sets of fuses	2
	Number of Infant eye masks of different sizes	Not provided
	Operating temperature and humidity	Operating continuously in ambient temperature of 10 to 40 deg C and relative humidity of 15 to 90%
	Certifications for product	CE

Reports	Certification No and date to be indicated	CE-2112 21112020
	Quality Management System Certification of manufacturer	ISO 13485 latest
	Quality Certification No and date to be indicated	20IMEV40
	Safety standards	IEC 60601-2-50 :2009
	Safety Certification No and date to be indicated	S-ELEC-200609-02
	Copies of 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 06-09-2021

#### 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 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 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.**

**3.5 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.**

**3.6 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.**

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