

## Contract



Contract No: GEMC-511687759578302

Generated Date: 03-Mar-2022

Bid/RA/PR No:[GEM/2021/B/1617511](#)

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: BE6C200001072203 Company Name: VOLKSMANN INDIA PRIVATE LIMITED Contact No.: 09873971691 Email ID: ravi@volksmannmedical.com Address: 321 Plaza Plot No. 9, LSC II Vardhman Indraprastha, Parparganj Delhi, Patparganj, Delhi, DELHI-110092, - MSME verified: Yes MSME Registration number: GJ01A0051795 GSTIN: 07AAFCV2830H1ZE , 07AAFCV2830H1ZE	

\*GST / Tax invoice to be raised in the name of - Consignee

Product Details						
#	Item Description	Ordered Quantity	Unit	Unit Price (INR)	Tax Bifurcation (INR)	Price (Inclusive of all Duties and Taxes in INR)
1	<b>Product Name</b> : VOLKSMANN Tourniquet Machine Battery back up upto 6 Hours <b>Brand</b> : VOLKSMANN <b>Brand Type</b> : Registered Brand <b>Catalogue Status</b> : OEM verified catalogue <b>Selling As</b> : OEM Category Name & Quadrant : Tourniquet Machine (Q3) VM-AMT500D HSN not specified by seller	1	pieces	199,000	NA	199,000
Total Order Value (in INR)						<b>199,000</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	VOLKSMANN Tourniquet Machine Battery back up upto 6 Hours	-	1	03-Mar-2022	02-Apr-2022

Product Specification for VOLKSMANN Tourniquet Machine Battery back up upto 6 Hours		
Specification	Sub-Spec	Value

Standards	Product standard certifications	USFDA
	Certification No and Date	3012230220 dt. 28.12.2020
	Conformity to standard for for electrical safety latest amendment	IEC- 60601- or BIS Equivalent
	Manufacturers Quality Standards	ISO 9001 & ISO 13485
	Certification numbers and date for manufacturers quality standards	304920061008 dt 05.11.2020 & 1040620081K dt. 22.06.2020
Performance Parameters	Purpose	Constricting or compressing device used to control venous and arterial circulation to an extremity for a period of time
	Type of Cuffs	Single
	Type of control	Microprocessor controlled
	No of port for cuff	Single for single cuff
	Autoclavability of the cuffs	Yes
	Option for bilateral procedures provided	Yes
	Option for bier's block provided	Yes
	Ability to provide a specific Recommended Tourniquet Pressure )for each patient based on physiological characteristics	Yes
	Minimum cuff pressure in mm/hg	100
	Maximum cuff pressure in hg	600
	Independent cuff measurement for dual cuff	NA for single cuff
	Cut off pressure adjust ability settings	Yes
	Internal Pump for Fast Inflation Time	Yes
	Facility to reduce cuff pressure without disconnecting cuff	Yes
	No requirement of external high pressure	Yes
	Cuff pressure not to be released on power failure	Yes
	Should use ambient air	Yes
	Maximum time setting range in minutes	240
	Parameters displayed	Actual cuff pressure and time.
	Alarms	Audio and visual alarm reaching the set time ,Pressure drop ,Pressure variation
	Type of alarm	Audio
	Size of Cuffs supplied in inches	8,12,15,18,24,30,34,44
	Number of cuffs supplied for each size	1
	Power supply	200-240V AC, 50 Hz Single phase
	Display	Single for single cuff
	Auto Calibration every time the system is powered up	Yes
	Number of hoses supplied	2
	Positive locking connectors	Yes
	Leak free inflation cuff sleeves which help reduce wrinkles pinching and shearing of soft tissues	Yes
	Wheel stand with basket	Yes
	System should sense,calculate and report the cuff pressure necessary to achieve complete blood occlusion in the operative limb	Yes
	Battery back up (hrs)	6
Should alert the user of the cuff status when power shut down happens	Yes	
Cuff lock out safety feature	Yes	
Weight of the Machine(in kg)	5.5	
	Warranty (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)	2
	User/Technical/Maintenance e manuals to be supplied in English in hard and soft copy	Yes
	Demonstration of equipment and training to be provided after completing supplies & Installation	Yes

Miscellaneous Parameters	Authenticity of Manufacturer	The Principal Manufacturer must have direct Presence/approved service center In India
	Cost of Spares	List of important spare parts and accessories with their part no and the cost prevailing at time of supplies to be given to consignee/buyer
	After sales service	On site after sales services to be provided
	Certification to supply the spare parts	Certificate from the principal shall be provided to the buyer/consignee along with the equipment that spare parts will be available for next 10 years
	Copies of reports and certifications to be furnished to buyer on demand	Yes

### Buyer Defined Additional Specification for VOLKSMANN Tourniquet Machine Battery back up upto 6 Hours

Specification	Value
Minimum & Maximum cuff pressure in mm/hg	Minimum - 100 mm/hg & Maximum - 500-600 mm/hg
Cut off pressure adjust ability settings, Internal Pump for Fast Inflation Time, Facility to reduce cuff pressure without disconnecting cuff, Positive locking connector	YES
Display and their parameters	Single for Single Cuff / Dual for Dual Cuff. Actual Cuff pressure and time must be displayed.
Number of Cuff supplied for each size; Number of Hoses supplied; Battery Backup	Number of Cuff supplied for each size - 2 Nos; Number of Hoses supplied - 2 Nos; Battery Backup - 5-6 Hrs.
OEM must have service provider in India, Onsite after sales service to be provided, Certificate to be furnished to buyer on demand, User Manual should be provided.	YES
Minimum & Maximum cuff pressure in mm/hg	Minimum - 100 mm/hg & Maximum - 500-600 mm/hg
Cut off pressure adjust ability settings, Internal Pump for Fast Inflation Time, Facility to reduce cuff pressure without disconnecting cuff, Positive locking connector	YES
Display and their parameters	Single for Single Cuff / Dual for Dual Cuff. Actual Cuff pressure and time must be displayed.
Number of Cuff supplied for each size; Number of Hoses supplied; Battery Backup	Number of Cuff supplied for each size - 2 Nos; Number of Hoses supplied - 2 Nos; Battery Backup - 5-6 Hrs.
OEM must have service provider in India, Onsite after sales service to be provided, Certificate to be furnished to buyer on demand, User Manual should be provided.	YES

### 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** 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)

**2.2**

**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.

**2.3** 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.

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

**2.5** 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.

**2.6** 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.

**2.7** 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.

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