

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687700937267

अनुबंध तिथि | Generated Date : 15-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4817812](#)

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्रकार   Type : Central Autonomous मंत्रालय   Ministry : Ministry of Ports, Shipping and Waterways विभाग   Department : NA संगठन का नाम   Organisation Name : Kolkata Port Trust कार्यालय क्षेत्र   Office Zone : Haldia Dock Complex	पद   Designation : Senior Medical Officer 4 संपर्क नंबर   Contact No. : - ईमेल आईडी   Email ID : drsmukherjee.hdc@kolkataporttrust.gov.in जीएसटीआईएन   GSTIN : - पता   Address : Jawahar Tower Connector Building, Haldia Dock Complex, Kolkata Port Trust, EAST MIDNAPORE, WEST BENGAL-721607, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail	भुगतान प्राधिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval : GM(M&S) वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : GM(FINANCE)	Role: PAO भुगतान का तरीका   Payment Mode: Offline पद   Designation : Assistant Manager ईमेल आईडी   Email ID : bijjiteshb.hdc@nic.in जीएसटीआईएन   GSTIN : 19AAAJK0361L1Z3 पता   Address : Jawahar Tower Connector Building, Haldia Dock Complex, Kolkata Port Trust, East Medinipur, WEST BENGAL-721607, India

विक्रेता विवरण   Seller Details
जेम विक्रेता आईडी   GeM Seller ID : 5A20180000308217 कंपनी का नाम   Company Name : CIS MEDICAL SOLUTIONS संपर्क नंबर   Contact No. : 09838650816 ईमेल आईडी   Email ID : cisinfosys_lko@rediffmail.com पता   Address : 101, USMAN ENCLAVE COLONY, SECTOR-O, ALIGANJ, LUCKNOW, UTTAR PRADESH-226024, - एमएसएमई सत्यापित   MSME verified : No एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-UP-50-0035960 एमएसई सामाजिक श्रेणी   MSE Social Category : General एमएसई लिंग श्रेणी   MSE Gender : Male जीएसटीआईएन   GSTIN : 09AJJPM5677K1ZF (B) , (R)

\*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

वितरण निर्देश | Delivery Instructions : NA

उत्पाद विवरण   Product Details						
#	आइटम विवरण   Item Description	आइटम विवरण   Ordered Quantity	इकाई   Unit	इकाई मूल्य (INR)   Unit Price (INR)	कर विभाजन (INR)   Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित)   Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम   Product Name : LCS 3 Dual frequency ultrasound therapy unit ब्रांड   Brand : LCS ब्रांड प्रकार   Brand Type : Registered Brand कैटलॉग की स्थिति   Catalogue Status : Catalogue not verified by OEM कैसे बेचा जा रहा है   Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : Dual frequency ultrasound therapy unit (Q3) मॉडल   Model: LCS-128 एचएसएन कोड   HSN Code: HSN not specified by seller	1	pieces	27,500	NA	27,500
कुल ऑर्डर मूल्य   Total Order Value (in INR)						27,500

परोक्षी विवरण   Consignee Detail						
क्र.सं.   S.No	परोक्षी   Consignee	वस्तु   Item	लॉट नंबर   Lot No.	मात्रा   Quantity	दिनांक के बाद डिलीवरी शुरू करना है   Delivery Start After	वितरण पूरा कब तक करना है   Delivery To Be Completed By

1	पद   Designation :- ईमेल आईडी   Email ID : drsmukherjee.hdc@kolkataporttrust.gov.in संपर्क   Contact :- जीएसटीआईएन   GSTIN :- पता   Address : Jawahar Tower Connector Building, Haldia Dock Complex, Kolkata Port Trust, EAST MIDNAPORE, WEST BENGAL-721607, India	LCS 3 Dual frequency ultrasound therapy unit	-	1	15-Apr-2024	15-May-2024
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### Product Specification for LCS 3 Dual frequency ultrasound therapy unit

विनिर्देश   Specification	उप-विनिर्देश   Sub-Spec	मूल्य   Value
General	Item	Dual frequency ultrasound therapy unit
Physical Characteristics	The system should have 1 MHz - 3 MHz dual frequency Ultrasound Frequency unit	YES
	The system should have touch panel screen	YES
	It should have atleast 7 inch TFT colour touch screen display	YES
	The beam non-uniformity ratio (BNR) should be less than 4 to prevent hotspots and tissue damage	YES
	It should have modes (continuous & pulsed; duty cycle 5,10,20,30,40,50 and 100%)	YES
	It should have more than 40 pre-programmed protocols	YES
	Ultrasound power density,(Watts/cm <sup>2</sup> )	3
	Treatment Time, (adjustable atleast upto 30min, (min)	YES
	Diameter of Transducer Head,(mm)	50
	Alarms	"Audio Alarm at the end of treatment with auto cutoff "
	Power supply,(V)	220
	Frequency,(Hz)	50
Waterproof lightweight probe	YES	
Accessories	The system shall be supplied with the following standard accessories: 1) Ultrasound tube - 01 No 2) Ultrasound gel (250 ml) 3) Probe holder (with magnet) 4) Core filter 5) Power supply cord (220-240 V,Type F)	YES
Warranty	Onsite Comprehensive Warranty, (year)	2
Certification	Should be US FDA/European CE/ BIS/ ISO approved	YES

**टिप्पणी | 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.

### ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	NA
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):	NA

### नियम और शर्तें | Terms and Conditions

#### 1. Special terms and conditions- Version:2 effective from 20-10-2022

##### 1.1

- All Provisions of Drugs and Cosmetics Act, 1940 and Rules made there under as amended till date will always be applicable. This will include all notifications issued by *Central Drugs Standard Control Organisation (CDSCO)*, Ministry of Health & Family Welfare (MoHFW) and Department of Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers time to time in this regard.
- The sellers are registered on GeM based on self-declaration of valid Drug License, product certification, test reports etc. However, buyers must check and validate the details at their end for all applicable licenses and certifications e.g., validity and authenticity/genuineness of drug license, product certification, manufacturer certification/licenses, test reports etc.
- The price offered by the seller shall not, in any case exceed the DPCO controlled price, if any, fixed by the Central/State Government, the Maximum Retail Price (MRP) and the selling price. The seller must reduce the prices if there is any reduction in DPCO ceiling price, if any.
- 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.
6. 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.
  7. 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 into 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.
  8. 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.
  9. 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.
  10. 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.
  11. Software: All software updates should be provided free of cost during warranty period.
  12. Any other Terms and Conditions which is not included or at variance with the conditions specified in STC/GTC, may be added by the buyer through Additional Terms and Conditions in the bid to ensure items are procured from authentic/validated source with appropriate and applicable quality. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede specific STC which shall supersede General Terms and Conditions ("GTC"), whenever there are any conflicting provisions.

## 2. General Terms and Conditions-

- 2.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 2.2 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) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

## 3. Buyer Added Bid Specific Terms and Conditions-

### 3.1 Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

### 3.2 Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

Port Hospital, Haldia Dock Complex, Haldia, Haldia Township, 721607

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### 3.3 Generic

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.

### 3.4 Generic

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 5 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

### 3.5 Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

### 3.6 Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

### 3.7 Generic

End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

### 3.8 Generic

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.

### 3.9 Generic

Loading and Unloading at yard will be under the scope of the supplier.

**3.10 Generic**

Scope of supply includes Training: Number of employees to be trained

3

, Place for Training  
port hospital,hdc  
and Duration of training  
1  
days.

**3.11 Generic**

The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price:

Including all accessories

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**3.12 Generic**

Receipt inspection at yard shall be carried out by Buyer QC team and or or any external agency nominated by Buyer jointly with Seller representative. All requisite documentation including packing list, certificates, approved drawings etc are to be submitted to Buyer in advance for enabling inspection. Detailed Packing list (considered as actual supply quantity) shall clearly mention individual items in package and shall be the basis for physical inspection on receipt.

**3.13 Generic**

Manufacturer Authorization:Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

**3.14 Certificates:**

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

**3.15 Service & Support:**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

**3.16 Service & Support:**

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

**3.17 Service & Support:**

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

**3.18 Warranty:**

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.

**3.19 Buyer Added Bid Specific ATC:**

Buyer uploaded ATC document [Click here to view the file](#).

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

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