

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687770311102

अनुबंध तिथि | Generated Date : 08-Feb-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4287289](#)

अनुसूची नाम | Schedule Name: Schedule 22

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्ररूप   Type : State Government मंत्रालय   Ministry : - विभाग   Department : Health and Family Welfare Department Odisha संगठन का नाम   Organisation Name : N/A कार्यालय क्षेत्र   Office Zone : CDMO OFFICE KORAPUT	पद   Designation : District Accounts Manager संपर्क नंबर   Contact No. : 06852-252340- ईमेल आईडी   Email ID : buycon1.hfw.koraput@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : CHIEF DISTRICT MEDICAL & PUBLIC HEALTH OFFICER, O/o: CDMO, At/po-Opposite Koraput Jail, Po-Koraput, Dist-Koraput, PIN-764020, State: Odisha, KORAPUT, ODISHA-764020, 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: CDM&PHO, Koraput वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval: CDM&PHO, Koraput	Role: PAO भुगतान का तरीका   Payment Mode: Internet Banking पद   Designation : ADPHO FW ईमेल आईडी   Email ID : buyer2.hfw.odisha@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address: CHIEF DISTRICT MEDICAL & PUBLIC HEALTH OFFICER, O/o: CDMO, At/po-Opposite Koraput Jail, Po-Koraput, Dist-Koraput, PIN-764020, State: Odisha, Koraput, ODISHA-764020, India

विक्रेता विवरण   Seller Details
जेम विक्रेता आईडी   GeM Seller ID : C48E180000097137 कंपनी का नाम   Company Name : Medi Era Life Science संपर्क नंबर   Contact No. : 09777841519 ईमेल आईडी   Email ID : medieralifescience@gmail.com पता   Address : Plot No-99/E,sector -7,CDA,CDA, Cuttack, ODISHA-753014, - एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-OD-07-0033697 एमएसएमई सामाजिक श्रेणी   MSE Social Category : General एमएसएमई लिंग श्रेणी   MSE Gender : Male जीएसटीआईएन   GSTIN: 21ABAFM3502A1ZD

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

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 : Straight elevator ब्रांड   Brand : Medi Era Life Science ब्रांड प्रकार   Brand Type : Unbranded 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 : BOQ (Q3) मॉडल   Model: Medi Era Life Science एचएसएन कोड   HSN Code: 9018	18	Nos	291	NA	5,238
कुल ऑर्डर मूल्य   Total Order Value (in INR)						5,238

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

					After	By
1	<p>पद   Designation :-  ईमेल आईडी   Email ID : buycon1.hfw.koraput@gembuyer.in  संपर्क   Contact : 06852-252340-  जीएसटीआईएन   GSTIN : -  पता   Address : CHIEF DISTRICT MEDICAL &amp; PUBLIC HEALTH OFFICER,  O/o: CDMO, At/po-Opposite Koraput Jail, Po-Koraput, Dist-Koraput,  PIN-764020, State: Odisha,  KORAPUT, ODISHA-764020, India</p>	Straight elevator	-	18	08-Feb-2024	23-Feb-2024

## विनिर्देश | Specification1

[विशिष्टता दस्तावेज़ | Specification Document](#)

[क्रेता बीओक्यू दस्तावेज़ | Buyer BOQ Document](#)

[बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document](#)

**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.

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## ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक | Advisory Bank :

State Bank of India

ईपीबीजी प्रतिशत (%) | ePBG Percentage(%):

3.00

बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा | The bidder shall furnish ePBG as applicable as per bid's terms and conditions

## नियम और शर्तें | Terms and Conditions

### 1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 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

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

#### 2.1 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.

#### 2.2 Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

#### 2.3 Generic

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

District Drug Warehouse  
Near SLN Medical  
Janiguda  
Koraput  
PIN-764020  
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#### 2.4 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 2 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

#### 2.5 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 %.

#### 2.6 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.

#### 2.7 Generic

Experience Criteria: The Bidder or its OEM (themselves or through reseller(s)) should have regularly, manufactured and supplied same or similar Category Products to any

Central / State Govt Organization / PSU / Public Listed Company for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

#### **2.8 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.

#### **2.9 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

#### **2.10 Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

#### **2.11 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:

#### **All Accessories**

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#### **2.12 Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

#### **2.13 Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

#### **2.14 Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

#### **2.15 Scope of Supply.**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

#### **2.16 Turnover.**

**Bidder Turn Over Criteria:** The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

#### **2.17 Turnover.**

**OEM Turn Over Criteria:** The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

#### **2.18 OEM.**

**IMPORTED PRODUCTS:** In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

#### **2.19 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.

#### **2.20 Service & Support:**

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

#### **2.21 Service & Support:**

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

#### **2.22 Certificates:**

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

#### **2.23 Certificates:**

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.

#### **2.24 Warranty:**

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.

#### **2.25 Past Project Experience:**

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

**2.26 Sample Clause:**

After award of contract – Successful Bidder shall have to get advance sample approved from buyer before bulk manufacturing / starting bulk supplies. Successful Bidder shall submit

1 samples for Buyer's approval, within 5 days of award of contract. Buyer shall, as per contract specifications framework, either approve the advance sample or will provide complete list of modification required in the sample within 5 days of receipt of advance sample. Seller shall be required to ensure supply as per approved sample with modifications as communicated by Buyer. If there is delay from buyer side in approval of advance sample – the delivery period shall be refixed without LD for the period of delay in sample approval. In case, the sample is found to have major deviations / not conforming to the Contract specifications, the buyer at its discretion may call for fresh samples for approval before allowing bulk supplies or may terminate the contract after notifying the deviations to the seller. Unless otherwise provided in the contract, all samples required for test shall be supplied by the contractor free of cost. Where under the contract, the contractor is required to submit an advance sample, any expenses incurred by the contractor on or in connection with the production of stores in bulk, before the sample has been approved unconditionally shall be borne by the Seller and he shall not claim any compensation in the event of such sample being found unacceptable by the Buyer / Consignee.

**2.27 Forms of EMD and PBG:**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

CDM&PHO, Koraput  
payable at  
Koraput

. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

**2.28 Forms of EMD and PBG:**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

CDM&PHO, Koraput  
payable at  
Koraput

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

**2.29 Buyer Added Bid Specific ATC:**

Buyer Added text based ATC clauses

1. The bidder shall submit GSTR for the period July-23 to Septemehr-23
2. The bidder shall submit ITR for the AY 2021-22, 2022-23 & 2023-24.
3. The bidder shall submit Audited Financial Statement for the FY 2020-21, 2021-22 & 2022-23.
4. The bidder shall submit Average Annual Turnover o duly certified by Chartered Accountant mentioning its DIN for the FY 2020-21, 2021-22 & 2022-23.
5. OEM shall be taken into consideration if the manufacturing license is issued in the name of OEM for the offered product. Else the bidder will be disqualified.
6. The bidder shall submit the warranty details for the offered product separately and warranty certificate of the offered product shall be submitted at the time of delivery.
7. The bidder shall submit an undertaking to attain any technical/mechanical issue in the offered product during the warranty period within 3 days from time of registration of complaint. The bidder shall provide details of service engineers to attain & resolve the issues.
8. The bidder shall submit the address proof of Authorized Service Centre in Odisha. The bidder shall submit property document or rent agreement in support of existence of authorized service center in Odisha.
9. Shelf Life Certificate of the offered product shall be submitted.
10. Seller has to upload the technical leaflets or detailed specification sheet and warranty details of the products declared by the OEM on its letter head.
11. Bidder must submit quality management system ISO 9001:2015, environmental management system, ISO14001:2015, occupational health and safety management system-ISO 45001:2018 certificates, BIS Latest, GMP certificate along with the bid.
12. Certificate of compliance along with brochure of all products must be provided against each product, otherwise the bid will be disqualified. The brochures will be physically submitted by the bidder and will be verified during submission of sample.
13. Prior to issue of purchase order the successful bidder shall provide sample of the offered product before the technical committee to verify the quality of the products offered. Based on the decision taken in the technical committee, the purchase order to be placed to the successful Bidder for supply of the products to the Sub Centers.
14. The authority reserves the right to cancel the bid at any time without assigning any reason thereof.

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.