

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687794054777

अनुबंध तिथि | Generated Date : 11-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4690574](#)

| संगठन विवरण   Organisation Details   | खरीदार विवरण   Buyer Details   |
|--|--|
| प्रकार   Type : State Government<br>मंत्रालय   Ministry : -<br>विभाग   Department : Medical Education and Drugs Department Maharashtra<br>संगठन का नाम   Organisation Name : N/A<br>कार्यालय क्षेत्र   Office Zone: 411001 | पद   Designation : Junior Clerk3<br>संपर्क नंबर   Contact No. : 020-26108000-2374<br>ईमेल आईडी   Email ID : buycon13.meddm.mh@gembuyer.in<br>जीएसटीआईएन   GSTIN : 27PNED03295F1D0<br>पता   Address : Near Pune Railway Station Pune, PUNE, MAHARASHTRA-411006, India |

| वित्तीय स्वीकृति विवरण   Financial Approval Detail   | भुगतान प्राधिकरण विवरण   Paying Authority Details  |
|--|--|
| आईएफडी सहमति   IFD Concurrence : No<br>प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: DEAN, SASSOON GENERAL HOSPITAL, PUNE<br>वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval: DEAN, SASSOON GENERAL HOSPITAL, PUNE | Role: PAO<br>भुगतान का तरीका   Payment Mode: Internet Banking<br>पद   Designation : Administrative Officer<br>ईमेल आईडी   Email ID : ddo1.sgh.pune@gembuyer.in<br>जीएसटीआईएन   GSTIN : -<br>पता   Address: Near Pune Railway Station Pune, Pune, MAHARASHTRA-411006, India |

| विक्रेता विवरण   Seller Details  |
|--|
| जेम विक्रेता आईडी   GeM Seller ID : E0B9190000744518<br>कंपनी का नाम   Company Name : R.S.ENTERPRISES<br>संपर्क नंबर   Contact No. : 09371026632<br>ईमेल आईडी   Email ID : rsentp2016@gmail.com<br>पता   Address : Office No 10, First Floor, AB Wing, Raturang Society, Parvati, Pune, MAHARASHTRA-411009, -<br>एमएसएमई पंजीकरण संख्या   MSME Registration number : -<br>जीएसटीआईएन   GSTIN: 27AATFR80201ZP |

\*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

| # | 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 : Audiometer<br>ब्रांड   Brand : Interacoustics<br>ब्रांड प्रकार   Brand Type : Unbranded<br>कैटलॉग की स्थिति   Catalogue Status: Catalogue not verified by OEM<br>कैसे बेचा जा रहा है   Selling As : Reseller not verified by OEM<br>श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : BOQ (Q3)<br>मॉडल   Model: AD629A<br>एचएसएन कोड   HSN Code: 90189099                   | 1                             | pieces      | 550,000                             | NA                                      | 550,000   |
| 2 | उत्पाद का नाम   Product Name : speaker<br>ब्रांड   Brand : Interacoustics<br>ब्रांड प्रकार   Brand Type : Unbranded<br>कैटलॉग की स्थिति   Catalogue Status: Catalogue not verified by OEM<br>कैसे बेचा जा रहा है   Selling As : Reseller not verified by OEM<br>श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : BOQ (Q3)<br>मॉडल   Model: Speaker<br>एचएसएन कोड   HSN Code: 90189099                     | 1                             | pieces      | 45,000                              | NA                                      | 45,000  |
| 3 | उत्पाद का नाम   Product Name : printing Isicecne<br>ब्रांड   Brand : Interacoustics<br>ब्रांड प्रकार   Brand Type : Unbranded<br>कैटलॉग की स्थिति   Catalogue Status: Catalogue not verified by OEM<br>कैसे बेचा जा रहा है   Selling As : Reseller not verified by OEM<br>श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : BOQ (Q3)<br>मॉडल   Model: Printing Isicecne<br>एचएसएन कोड   HSN Code: 90189099 | 1                             | pieces      | 15,000                              | NA                                      | 15,000  |
|   | उत्पाद का नाम   Product Name : cables  |                               |             |                                     |   |   |

|   |   |   |        |        |    |        |
|---|---|---|--------|--------|----|--------|
| 4 | ब्रांड  Brand : Indian<br>ब्रांड प्रकार  Brand Type : Unbranded<br>कैटलॉग की स्थिति  Catalogue Status: Catalogue not verified by OEM<br>कैसे बेचा जा रहा है  Selling As : Reseller not verified by OEM<br>श्रेणी का नाम और चतुर्थांश  Category Name & Quadrant : BOQ (Q3)<br>मॉडल  Model: Cables<br>एचएसएन कोड  HSN Code: 90189099  | 1 | pieces | 5,000  | NA | 5,000  |
| 5 | उत्पाद का नाम   Product Name : software<br>ब्रांड  Brand : Interacoustics<br>ब्रांड प्रकार  Brand Type : Unbranded<br>कैटलॉग की स्थिति  Catalogue Status: Catalogue not verified by OEM<br>कैसे बेचा जा रहा है  Selling As : Reseller not verified by OEM<br>श्रेणी का नाम और चतुर्थांश  Category Name & Quadrant : BOQ (Q3)<br>मॉडल  Model: Softwear<br>एचएसएन कोड  HSN Code: 90189099 | 1 | pieces | 55,000 | NA | 55,000 |

कुल ऑर्डर मूल्य | Total Order Value (in INR) 670,000

**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 : -<br>ईमेल आईडी   Email ID : buycon13.meddm.mh@gembuyer.in<br>संपर्क   Contact : 020-26108000-2374<br>जीएसटीआईएन   GSTIN : 27PNED03295F1D0<br>पता   Address : Near Pune Railway Station Pune,<br>PUNE, MAHARASHTRA-411006, India | Audiometer        | -                  | 1                 | 11-Mar-2024   | 21-Mar-2024  |
|                |  | speaker           | -                  | 1                 | 11-Mar-2024   | 21-Mar-2024  |
|                |  | printing Isicecne | -                  | 1                 | 11-Mar-2024   | 21-Mar-2024  |
|                |  | cables            | -                  | 1                 | 11-Mar-2024   | 21-Mar-2024  |
|                |  | software          | -                  | 1                 | 11-Mar-2024   | 21-Mar-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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**विनिर्देश | Specification2**

- [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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**विनिर्देश | Specification3**

- [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.

**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.

### विनिर्देश | Specification4

[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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### विनिर्देश | Specification5

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

### 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

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

SASSOON GENERAL HOSPITAL  
ENT DEPARTMENT  
PUNE STATION  
PUNE  
MAHARASHTRA  
.

**2.3 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.

**2.4 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.

**2.5 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.

**2.6 Generic**

IT equipment shall be IPv6 ready from day one.

**2.7 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.

**2.8 Generic**

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

- (a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-
- (i) Inhibit the desires and designed function of the equipment.
  - (ii) Cause physical damage to the user or equipment during the exploitation.
  - (iii) Tap information resident or transient in the equipment/network.
- (b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

**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 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.

**2.11 Financial Criteria:**

NET WORTH: Net Worth of the OEM should be positive as per the last audited financial statement.

**2.12 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.

**2.13 Certificates:**

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

**2.14 Certificates:**

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.

**2.15 Buyer Added Bid Specific ATC:**

Buyer Added text based ATC clauses

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

1. The bidder has to undertake that a provision for supply of standby equipments will be provided at the time of warranty/CMC repair if the repair work is not completed within 3 days
2. Demo sample along with demonstration of all the equipment need to be done by sellers at the time of technical evaluation of the bid on the specified date to qualify for the bid, failing which the bidder will be disqualified
3. Bidder have to submit undertaking accepting all the terms and condition of the bid and to provide demonstration of the equipment as per bid requirement, failing which bid will be rejected in technical evaluation.
- 4 OEM Bid specific authorization
- 5 Gst 3br Last 1 year

**2.16 Buyer Added Bid Specific ATC:**

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

**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 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.

**2.19 Service & Support:**

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

**2.20 Service & Support:**

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

**2.21 Warranty:**

Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide AMC Service for next 1 years for the offered products at the rate not more than 5 % of contract price per annum. Buyer reserves the right to enter into an AMC agreement ( covering preventive maintenance and servicing)with the Successful Bidder / OEM after expiry of the Warranty period at rate as mentioned above and the payment for the AMC charges would be made Quarterly after rendering of the AMC Services of the relevant AMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the AMC contract when called upon by the buyer. The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 10% of total AMC value valid up to AMC period plus 2 months (if there is no other claim). (Undertaking of acceptance to be uploaded with bid).

**2.22 Purchase Preference (State):**

Purchase preference to Micro and Small Enterprises (MSEs) from the State of Bid Inviting Authority : Purchase preference will be given to MSEs as Micro and Small Enterprises from the State of Bid inviting Authority whose credentials are validated online through Udyog Aadhaar/URC for that product category. 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+ 2 Quoted price as percentage margin of purchase preference/price} % 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 2 % of total value as defined/ decided in relevant policy.

**2.23 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.

**2.24 Forms of EMD and PBG:**

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

SASSOON GENERAL HOSPITAL

payable at

SASSOON GENERAL HOSPITAL

.  
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.

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.