

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687700495780

अनुबंध तिथि | Generated Date : 12-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4098048](#)

अनुसूची नाम | Schedule Name: Schedule 6

संगठन विवरण Organisation Details		खरीदार विवरण Buyer Details				
प्ररूप Type :	State Government	पद Designation :	Sanjeev Rai			
मंत्रालय Ministry :	-	संपर्क नंबर Contact No. :	0361-3501033-			
विभाग Department :	Health and Family Welfare Department Assam	ईमेल आईडी Email ID :	buycon52.dme.as@gembuyer.in			
संगठन का नाम Organisation Name :	Directorate of Medical Education	जीएसटीआईएन GSTIN :	18AAAGA3347P1DF			
कार्यालय क्षेत्र Office Zone:	Oo The Director of Medical Education Sixmile	पता Address :	4th Floor Nayantara Sipermarket complex GS Road Six mile, KAMRUP, ASSAM-781022, India			
वित्तीय स्वीकृति विवरण Financial Approval Detail		भुगतान प्राधिकरण विवरण Paying Authority Details				
आईएफडी सहमति IFD Concurrence :	No	Role:	PAO			
प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval:	Project Director, AHIDMS	भुगतान का तरीका Payment Mode:	Offline			
वित्तीय अनुमोदन का पदनाम Designation of Financial Approval :	Project Director. AHIDMS	पद Designation :	DIRECTOR			
		ईमेल आईडी Email ID :	dme@assam.gov.in			
		जीएसटीआईएन GSTIN :	18SHLD00482G1D9			
			O/o The Director of Medical Education, Assam, Sixmile, Khanapara, Guwahati-22, Kamrup, ASSAM-781022, India			
विक्रेता विवरण Seller Details						
जेम विक्रेता आईडी GeM Seller ID :	WAC8220007227017					
कंपनी का नाम Company Name :	UNITED TRADERS					
संपर्क नंबर Contact No. :	09435330039					
ईमेल आईडी Email ID :	unitedtraders151@gmail.com					
पता Address :	467, Ground Floor,R.K.Bordoloi Road,,Dibrugarh, Assam, 786001, Dibrugarh, ASSAM-786001, -					
एमएसएमई पंजीकरण संख्या MSME Registration number :	UDYAM-AS-10-0007182					
एमएसई सामाजिक श्रेणी MSE Social Category :	General					
एमएसई लिंग श्रेणी MSE Gender :	Male					
जीएसटीआईएन GSTIN:	18AAHFU3525D1ZA					
*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 : To be delivered at Assam Medical College, Dibrugarh, Barbari, Dibrugarh, Assam, Pin - 786002 Details of the contact Person - As mentioned in the GEM Bid - GEM/2023/B/4098048 dtd. 17/10/2023						
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 : HFNC ब्रांड Brand : Heka Medicals India Pvt Ltd, India 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: Heka Flotm एचएसएन कोड HSN Code: 9018	6	Piece	275,968	NA	1,655,808
कुल ऑर्डर मूल्य Total Order Value (in INR)						1,655,808
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 After	वितरण पूरा कब तक करना है Delivery To Be Completed By
	पद Designation :-					

2.6 Generic

Consortium: In case of Contracts, wherein the seller alone does not have necessary expertise, the seller can form consortium with other sellers for submission of the bid, with one of the consortium company as leader. However, each and every member of the consortium shall be equally responsible for the complete execution of the project contract. An undertaking to this effect is to be uploaded with bid.

2.7 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.

2.8 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.

2.9 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.

2.10 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.

2.11 Generic

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

2.12 Generic

OPTIONAL SITE VISIT:

1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder.

Yes

2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.

3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

2.13 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

2.14 Generic

Non return of Hard Disk: As per Buyer organization's Security Policy, Faulty Hard Disk of Servers/Desktop Computers/ Laptops etc. will not be returned back to the OEM/supplier against warranty replacement.

2.15 Generic

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

40

, Place for Training

AMCH Dibrugarh

and Duration of training

40

days.

2.16 Generic

Shelf Life: The Product/Spare parts to be supplied as part of the services must have minimum

10 yrs of Self life

Shelf Life. On the date of supply, minimum

40

usable shelf life should be available / balance.

2.17 Generic

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

2.18 Generic

The Buyer has an existing set up / inventory of similar products. The offered / supplied product must be compatible with existing system. The bidder has to ensure Compatibility of the supplied items or shall have to include in the supply the necessary hardware / software to make them compatible at no extra cost to the buyer. The details of items with which compatibility is required are as under:

Bidder shall make availability of all the Spare parts, consumable and accessories related to the respective equipment.

2.19 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 the tools needed for the installation of the Equipment.

2.20 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.

2.21 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.

2.22 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.

2.23 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.

2.24 Financial Criteria:

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

2.25 Scope of Supply:

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)

2.26 Purchase Preference (Centre):

Indian suppliers of this item are not allowed to participate and/ or compete in procurement by some foreign governments. Bidders / products from such countries are not eligible / not allowed to participate in this bid in terms of clause 1 (d) of Public Procurement (Preference to Make in India) Order, 2017

2.27 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.

2.28 Certificates:

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

2.29 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.

2.30 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.

2.31 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.

2.32 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

1-Supplier will provide insurance coverage including transit insurance from Supplierwarehouse to the Shipment Site mentioned. The insurance shall be valid up to completion of installation and commissioning of the equipment.

2-PAYMENT TERM AND CONDITION;

Payment shall be made in Indian Rupees in the following manner:

- (i) Advance Payment: Ten (10) percent of the Contract Price shall be paid, upon signing of the Contract, within thirty (30) days after receipt of invoice and a bank guarantee for the equivalent amount valid until the Goods and Related Services are delivered and in the form provided in the Bidding Document or another form acceptable to the Purchaser.

On Delivery: Seventy (70) percent of the Contract Price shall be paid within thirty (30) days after receipt of invoice and the documents.

On Acceptance: Twenty (20) percent of the Contract Price shall be paid within thirty (30)

days after receipt of invoice, and a FAC certificate from the Purchaser declaring that the Goods and Related Services have been delivered and accepted in a proforma acceptable to the purchaser.

3-INSTALLATION TERMS AND CONDITION:

Installation will be completed by the Supplier free of cost at our site. Supplier shall follow all the applicable safety procedures during installation at site.

Supplier shall be liable to liquidated damages @ 1% per week subject to a maximum of 10% of the total contract value against delay in commissioning solely attributable to Supplier

4-WARRANTY AND MAINTENANCE:-

Supplier agrees to provide, at no additional charge, a comprehensive on-site warranty at the, Hospital Site, including but not limited to material and labour for all components.

The warranty shall be valid for a period of 5 (Five Years) from the date of installation.

Supplier warrants that the item(s) / services being ordered against this purchase order are manufactured from new parts only and shall not use any parts / components which has

been used or installed previously.

The Supplier agrees to provide, at no additional charge, software maintenance and software updates as and when available etc. free of charge during the warranty period of 3 (Three Years) as well as for 7 (Seven) years of AMC/CMC period, as applicable.

During the warranty and paid AMC/CMC period, Supplier will perform all mandatory, safety & reliability modifications for the supplied equipment, as and when available at no additional cost, for the safe and optimal performance of the machine.

The warranties set out herein shall apply notwithstanding any inspection, testing, acceptance of, or payment for the Equipment. The foregoing is

in addition to any warranty or service guarantee given by the Supplier to the Purchaser or implied by law.

During the Warranty Period and 7 years AMC/CMC period,

as applicable:

- a) Defective Equipment and parts shall be repaired or replaced at the Supplier's expense (including labor charges to repair or replace the Equipment) for paid CMC period.
- b) The Supplier's response to Equipment malfunctions shall be within two (2) hours by telephone, and forty-eight (48) hours on-site if the malfunction cannot be resolved over the telephone; and
- c) If a malfunction cannot be resolved within seventy-two (72) hours of the initial telephone call, a loaner system for component of equal or superior performance, satisfactory to the Purchaser, shall be provided immediately or made available within seventy-two (72) hours of the initial telephone call at no charge to the Purchaser.

If AMC/CMC is entered into: The cost for AMC will be 2% and CMC would be 5% of purchase value of the equipment with YOY increase of 5%.

5- Documents:

The following original documents are required:

- i) Invoice
- ii) Case wise packing list
- iii) Copy of PAN card
- iv) Cancelled Cheque
- v) Installation and technical manual
- vi) Insurance certificate covering risk from warehouse to project site up to commissioning
- vii) Any other relevant documents pertaining to the equipment.

Corrigendum

1-The Clause/Point no-16 of Anesthesia machine in Technical specification stand deleted and is amended as "Should have leak proof compact and integrated circle absorber system with integrated Ascending bellow or Piston, Adjustable Pressure Limiting valve (2-70 cmH2O), Airway Pressure Measuring device (-20 to 100 cmH2O) and Bag/Vent switch for Bag to mechanical ventilation"

2-The Clause/Point no-29 of Anesthesia machine in Technical specification stand deleted and is amended as "Ventilator should be pneumatically or electrically driven and electronically controlled ventilator with ascending bellow. Same bellow/Piston should be used for Adult and Pediatric patients".

3-The Clause/Point no-35 of Anesthesia machine in Technical specification stand deleted and is amended as "Should have Minimum 6-10" inch colour TFT display with navigating wheel for easy operation. Short cut keys should be provided for emergency functions."

2.33 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.

2.34 Warranty:

Over and above the normal Warranty terms as per GeM GTC, the successful bidder / OEM shall have to provide Comprehensive Warranty during the entire Standard warranty period as per contract. : The comprehensive warranty shall be covering the following scope

All the breakdown calls, 4 PPM, All spares

(Upload an undertaking with the bid confirming compliance by the bidder if Bidder is taking onus of this compliance. In case OEM is taking onus of this compliance, OEM undertaking is to be uploaded along with Bidder undertaking)

2.35 Warranty:

Warranty period of the supplied products shall be 3 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.

2.36 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.

2.37 Service & Support:

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

2.38 Service & Support:

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

पुर्जों / उपभोग्य सामग्रियों के लिए प्रस्तावित मूल्य | Price Offered for Spares / Consumables:

[पुर्जों / उपभोग्य सामग्रियों के दस्तावेज़ लिंक के लिए प्रस्तावित मूल्य | Price Offered for Spares / Consumables Document link](#)

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.