

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687731032671

अनुबंध तिथि | Generated Date : 12-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4590523](#)

अनुसूची नाम | Schedule Name: Schedule 2

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रकार Type : State Government मंत्रालय Ministry : - विभाग Department : Medical Education Department Karnataka संगठन का नाम Organisation Name : DIRECTORATE OF MEDICAL EDUCATION कार्यालय क्षेत्र Office Zone : ANANDRAO CIRCLE BANGALORE	पद Designation : Chief Accounts Officer संपर्क नंबर Contact No. : 080-22870060- ईमेल आईडी Email ID : dme.karnataka@ka.gov.in जीएसटीआईएन GSTIN : - पता Address : ANANDRAO BANGALORE, BANGALORE, KARNATAKA-560001, India

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम Director Directorate of Medical Education Designation of Administrative Approval: वित्तीय अनुमोदन का पदनाम Director Designation of Financial Approval :	Role: BUYER भुगतान का तरीका Offline Payment Mode: पद Designation : Chief Accounts Officer ईमेल आईडी Email ID : dme.karnataka@ka.gov.in जीएसटीआईएन GSTIN : - पता Address: ANANDRAO BANGALORE, Bangalore, KARNATAKA-560001, India

विक्रेता विवरण Seller Details
जेम विक्रेता आईडी GeM Seller ID : 3B36180000359428 कंपनी का नाम Company Name : TBS INDIA TELEMATIC AND BIOMEDICAL SERVICES PRIVATE LIMITED संपर्क नंबर Contact No. : 09901076100 ईमेल आईडी Email ID : chelvadorai.nithyanandam@althea-group.com पता Address : 5th Floor , Arden Fair, Opp Banniganahalli Ring road fly over , pai layout, Near Tin factory, Old madras road, Bangalore, KARNATAKA-560016, - एमएसएमई पंजीकरण संख्या MSME Registration number : - जीएसटीआईएन GSTIN: 29AACCM2897C1ZB

*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

#	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 : Flexible fibreoptic bronchoscopy 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: एचएसएन कोड HSN Code: HSN not specified by seller	1	Nos	2,499,660	NA	2,499,660
कुल ऑर्डर मूल्य Total Order Value (in INR)						2,499,660

परोक्षिती विवरण Consignee Detail						
क्र.सं. S.No	परोक्षिती 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 : dme.karnataka@ka.gov.in संपर्क Contact : 080-22870060- जीएसटीआईएन GSTIN : - पता Address : ANANDRAO BANGALORE, BANGALORE, KARNATAKA-560001, India	Flexible fibreoptic bronchoscopy	-	1	12-Mar-2024	11-Apr-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(%):

5.00

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 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.

2.3 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.

2.4 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

1. In Qualification criteria last 3 years shall be treated as 2020-21, 2021-22 and 2022-23
2. If a bidder quotes for more than one item, the bidder should match the cumulative average annual turnover asked in the bid document. If the bidder quotes for the items more than the stipulated average turnover, in such cases the items from top (as per the list of item quoted uploaded by bidder) will be considered and will cut off the items to the matching annual average turnover. Bidder shall upload list of items quoted (priority manner) for consideration without fail in the technical bid.

QUALIFICATION CRITERIA

1. Two Covers bid systems (Consisting of Technical bid & Financial bid) is followed. The financial bid of the bidder who qualifies in Technical bid will only be opened.
2.
 - a) The tenderer should be a manufacturer who must have manufactured, tested and supplied the equipment (s) similar to the type specified in the 'Schedule of Requirements' upto at least 80% of the quantity required in the last 3 years. The equipments offered for supply must be of the most recent series models incorporating the latest improvements in design. The models should have been released on or after 2019 and be in satisfactory operation for 18 months as on date of tender opening.
 - b) Tenders of tenderers quoting as authorized representative of a manufacturer, meeting with the above requirement in full, can also be considered provided : (i) the tenderer, as authorized representative, has supplied, installed and commissioned satisfactorily at least 30% of the quantity similar to the type specified in the Schedule of Requirements in the last three years which must be in satisfactory operation for at least 18 months on the date of tender opening.
3. The tenderer should furnish the information on all past supplies and satisfactory performance for both (a) and (b).
4. User's certificates for qualifying quantities for Manufacturers or authorized agents respectively.
5. In case any bidder is found to have been disqualified /blacklisted/suspended facing enquires/Debarred from Government/Quasi Government agency or Local body, such bidders are not eligible to participate in the tender. The bidder shall give self declaration in these regard.

6. Firm/Company/Organization should not be facing any judicial trial or departmental enquiry. The firm should submit a self declaration in support of this.

7. Bidder should have minimum annual turnover as noted below

Sl. NO	Brief Description	AB	Bidder should have below noted Minimum Average Annual Turnover in last three years 2020-21, 2021-22 & 2022-23.
1	ABG Machine with Ise	18	1,08,00,000.00
2	Flexible fiberoptic bronchoscopy	1	35,00,000.00
3	Incubator	25	1,00,00,000.00
4	Infusion Pump	140	56,00,000.00
5	Fiberoptic Laryngoscope	103	6,18,000.00
6	Ophthalmoscope	44	22,00,000.00
7	Otoscope	30	15,00,000.00
8	Overhead Warmer/ Radiant Warmer	28	42,00,000.00
9	Pulse oximeter	88	22,00,000.00
10	Syringe Pump	141	50,76,000.00
11	Water Cooler	10	4,00,000.00
12	Portable EEG	21	52,50,000.00
13	T Piece	65	1,30,00,000.00
14	Video Laryngoscope	4	4,40,000
15	Resuscitation kit	5	40,000
16	Transport Ventilator	2	12,00,000
17	Flash sterilizer	2	8,00,000

MANUFACTURERS' AUTHORIZATION FORM*

No.....

dated

To

Dear Sir:

IFT No.

We who are established and reputable manufacturers of (*name and description of goods offered*) having factories at (*address of factory*) do hereby authorize M/s (*Name and address of Agent*) to submit a tender, and sign the contract with you for the goods manufactured by us against the above IFT.

No company or firm or individual other than M/s are authorized to tender, and conclude the contract for the above goods manufactured by us, against this specific IFT. (*This para should be deleted in simple items where manufacturers sell the product through different stockists.*)

We hereby extend our full guarantee and warranty as per Clause 14 of the General Conditions of Contract for the goods and services offered for supply by the above firm against this IFT.

We will not supply refurbished equipments.

Yours faithfully,

(Name)

(Name of manufacturers)

Note:

This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Tenderer in its tender.

2.5 Service & Support:

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

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 Service & Support:

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

2.8 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.

2.9 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.

2.10 Certificates:

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

2.11 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.

2.12 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

2.13 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.

2.14 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.

2.15 Scope of Supply.

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

2.16 Generic.

The seller is required to print logo as per buyer's requirement.

2.17 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.

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.