

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687712988075

अनुबंध तिथि | Generated Date : 13-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2022/B/2582751](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रकार Type : State Government मंत्रालय Ministry : - विभाग Department : Health & Family Welfare Department Gujarat संगठन का नाम Organisation Name : Gujarat Medical Services Corporation Limited (GMSCL) कार्यालय क्षेत्र Office Zone : Gmscl	पद Designation : Manager Equipment Purchase संपर्क नंबर Contact No. : 079-23250767-1 ईमेल आईडी Email ID : man-eqp-gmscl@gujarat.gov.in जीएसटीआईएन GSTIN : 24AAECG9156E1ZN पता Address : Gujarat Medical Services Corporation Limited, Block No 14/1, Dr Jivraj Mehta Bhavan, Sector-10, GANDHI NAGAR, GUJARAT-382010, 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 : Managing Director वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : Managing Director	Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : Deputy General Manager Finance Account ईमेल आईडी Email ID : dgm-act-gmscl@gujarat.gov.in जीएसटीआईएन GSTIN : N पता Address : Gujarat Medical Services Corporation Limited, Block No 14/1, Dr Jivraj Mehta Bhavan, Sector-10, GANDHINAGAR, GUJARAT-382010, India

विक्रेता विवरण Seller Details
जेम विक्रेता आईडी GeM Seller ID : EC8D200001169864 कंपनी का नाम Company Name : DEVAY MEDICAL TECHNOLOGIES संपर्क नंबर Contact No. : 09824251515 ईमेल आईडी Email ID : devay.devay@gmail.com पता Address : 428, 4TH FLOOR, SIDDHARTH ANNEXE- 2, SAMA SAVLI MAIN ROAD, SAMA SAVLI, Vadodara, GUJARAT-390008, - एमएसएमई सत्यापित MSME verified : No एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-GJ-24-0017518 एमएसई सामाजिक श्रेणी MSE Social Category : General एमएसई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN : 24AAFFD3470N1ZB

*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 : Devay LCD Display Syringe Infusion Pump ब्रांड Brand : Devay ब्रांड प्रकार Brand Type : Registered Brand कैटलॉग की स्थिति Catalogue Status : OEM verified catalogue कैसे बेचा जा रहा है Selling As : OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : Infusion Pump Volumetric / Syringe Based (Q3) मॉडल Model: INFUPLUS एचएसएन कोड HSN Code: 90189099	136	pieces	13,400	NA	1,822,400
कुल ऑर्डर मूल्य Total Order Value (in INR)						1,822,400

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	<p>पद Designation :- ईमेल आईडी Email ID : buyer2.gmsclg.gj@gembuyer.in संपर्क Contact : 079-23257697-123 जीएसटीआईएन GSTIN :- पता Address : Gujarat Medical Services Corporation Limited, Block No 14/1, Dr Jivraj Mehta Bhavan, Sector-10, GANDHI NAGAR, GUJARAT-382010, India</p>	Devay LCD Display Syringe Infusion Pump	-	136	13-Mar-2024	24-Apr-2024
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Product Specification for Devay LCD Display Syringe Infusion Pump

विनिर्देश Specification	उप-विनिर्देश Sub-Spec	मूल्य Value
Standards	Availability of any of Certification such as ISO / European-CE / US-FDA / CE	YES
	Details of the Certifications such as type of certification,number,date and validity	CE CERTIFICATE: EC/CE-9092 DATE:23/10/2022
	Conformity to Standards	YES
Performance Parameters	Type of Infusion Pump	Syringe Infusion Pump
	Technology (of operation)	Programmable Mode
	Flow rate Range with increment in ml/hr	1.1 to 840 ml/hr(50 ml syringe)
	Infused Volume Range in ml	0.1-999(0.1 ml/hr increment)
	Flow rate & volume	flow rate & volume to be infused should be configured to limit the maximum allowable range
	KVO (Keep Vein Open) Rate in ml/hr	5
	Accuracy in %	2
	Bolus Type	Purge Bolus (For Syringe based)
	Bolus Rate Range in ml/hr	800 ml/hr for 50 ml syringe
	Bolus Volume in ml	NA for Purge bolus
	Display Type	LCD
	Size of Display (length x width) (mm x mm)	76 x 25
	Contents of Display	DRUG NAME, SYRINGE SIZE, FLOW RATE, REAL-TIME INFUSED VOLUME, TIME TO COMPLETE
	Alphanumeric Programming Key Board	Yes
	Operating and Transportation Temperature range	+5 Deg C to +45 Deg C
	Humidity Conditions (operating and transport & storage) (15 to 90%)	YES
	Pressure Conditions(operating and transport & storage) (50 to 106 kpa)	YES
	Power sources	Battery operated
	Battery Type	Rechargeable lithium polymer
	Battery Rating	Rechargeable lithium polymer
	Battery run time at normal delivery rate in hours	6 hour
	Battery run time at highest delivery rate in hours	2-3 hrs
	Battery recharge time (full charge) in hours	6 hour
	Power Supply 220-240 V AC, 50 Hz) (3 wire grounded system)	YES
	Electrical Protection (Class I, Type CF)	YES
	Fuse Type	220V 2A*2, 12V 2A*2
	Maximum Power Consumption in watt	20 Watt
Fitting of device on the IV bottle and bag	No	
IR Sensor to detect the abnormality in IV Bag or bottle	No	
Audible and Visual alarm facility	Should have an audible and visual alarm with automatic pump stop function for the following : pressure drop, air standby, volume infused, door open, battery Pre-alarm, recall, invalid rate, empty etc	
Availability of Infusion mode setting(rate mode,drip mode,wait mode,time mode)	Yes	
Protection against fluid ingress - IP*1 - Protected against vertically falling drops of water	YES	
Capability of Motioning of empty Intravenous bags or bottles	No	

	Warranty in Years	3
Dimensional & Material Parameters	Dimension (Excluding power cables)(mm x mm x mm)	290*195*165
	Weight(with clamp base)in kg	2 kilogram
	Material (Outer Shell)	ABS PLASTIC
Additional Parameters	Pole clamp Multi-function mounting clamp	YES
	Quick titration of rate or dose with volume timing programming	YES
	Compatible with any standard (PVC) infusion sets available in local indian market	YES
	Features :	compatible with all standard syringes (b) excellent injection function and operation, even small volume injection is accurate (c) dual cpu monitoring function (d)accurate and sensitive pressure sensor detects occlusion pressure accurately (e) smart pulsation compensation function
	No of infusion sets supplied with the single unit	0
	Packing (Individual)	YES
Reports	Type tests reports from a Central Govt lab OR International Laboratory Accreditation Cooperation (ILAC)or their worldwide affiliated/ recognized labs OR NABL approved lab	YES
	Test Report No	RP-2122-001544
	Test Report Date	17.04.2021
	Name and complete address of the Lab	ELECTRICAL RESEARCH AND DEVELOPMENT ASSOCIATION
	Copy of certificates to be provided to buyer on demand after placement of order (Applicable if availability of test report indicated as YES, otherwise put NA)	YES

व्यापक रखरखाव के लिए शुल्क | Comprehensive maintenance charges for Devay LCD Display Syringe Infusion Pump

सेवा वर्ष Service Year	सीएमसी प्रतिशत CMC Percentage	कर द्विभाजन Tax Bifurcation
CMC charges for 1 st year after warranty period in % of cost of equipment	3%	NA
CMC charges for 2 nd year after warranty period in % of cost of equipment	3%	
CMC charges for 3 rd year after warranty period in % of cost of equipment	3%	
CMC charges for 4 th year after warranty period in % of cost of equipment	3%	
CMC charges for 5 th year after warranty period in % of cost of equipment	3%	

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. Special terms and conditions- Version:2 effective from 21-10-2022

- 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 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.

3.2 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.

3.3 Forms of EMD and PBG:

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

Managing Director, Gujarat Medical Services Corporation Limited
payable at
Gandhinagar

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.

3.4 Forms of EMD and PBG:

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

Managing Director, Gujarat Medical Services Corporation Limited

Account No.

32638352973

IFSC Code

SBIN0008434

Bank Name

State Bank of India

Branch address

NSC Branch, Gandhinagar

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

3.5 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.

3.6 Warranty:

Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide Comprehensive Maintenance Service for next 5 years for the offered products at the rate not more than 10 % of contract price per annum. Buyer reserves the right to enter into a CMC agreement with the Successful Bidder / OEM after expiry of the Warranty period at above mentioned rate and the payment for the CMC charges would be made Annually after rendering of the CMC Services of the relevant CMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the CMC contract when called upon by the buyer. CMC would include cost of

Include four free services yearly to attend breakdown call within 48 hours, and free replacement of parts.

(Upload the undertaking). The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 5% of total CMC value valid up to CMC period plus 2 months (if there is no other claim).

3.7 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.

3.8 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

1. Bidder Seeking Exemption for EMD must enclose following necessary documents.

a) MSME (of Gujarat State) along with NSIC/DIC-II-Acknowledgment/CSPO for item under BID.

b) Startup Unit from Gujarat state also be eligible for EMD Exemption (must enclosed necessary documents)

2. Tenderer must be an Indian Manufacturer or Authorized Distributor for imported item or a Subsidiary of original foreign manufacturer. Distributors of Indian OEM shall not be allowed to participate. OEM and Distributor/subsidiary cannot participate simultaneously in the Bid.

3. As per Gujarat Government Industries and Mines Department circular 2018.

(i) The Turnover Exemption for startup shall be applicable for micro and small startup only.

(ii) Micro and small startup are exempted from past performance criteria.

4. The bidder has to submit manufacturer authorization certificate, if they are bidding as Authorized distributor for an imported item.

5. Bidder has to submit security deposit valid for the combined period of warranty and CMC period within 15 Days of the purchase order. i.e. for a period of 8 Years.

6. Bidder may be called for Physical Demonstration of machine for Technical Scrutiny.

7. The seller is required to print logo and QR Code on equipment as per buyer's requirement.

8. Checklist of documents for reference as per ATC 25.

9. Tenderers who have been blacklisted/ debarred by tender inviting authority or by any other State Government or Central Government department/ Organization shall not be allowed to participate in the tender process during the period of blacklisting / debarment, bidders shall have to submit a self-declaration to that effect.

10. The various conditions regarding debarment shall be applicable as per terms and conditions 5.2.10 (page No. 16) & 7.4 (page No. 32) of Tender document for "Medical Equipment's, Surgical Items, Hospital Furniture and other miscellaneous items" (available on GMSCL website <https://gmscl.gujarat.gov.in/default.aspx?id=192&lg=eng>).

11. 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 Include 4 free services yearly, to attend breakdown calls within 48 hours and free replacement of parts.

12. -Submit Rates of reagent, consumable and spare-parts as per annexure (if required): <https://gmscl.gujarat.gov.in/tenderdetail.htm?795>

13. RISK PURCHASE:

13.1 The risk purchase of the items ordered at the cost and risk of the party will be carried out when the party fails to:

i. Sign the agreement for entering into contract due to any reason whatsoever in case the offer is accepted. ii. Supply the goods / items as per the orders placed by either this organization or by direct demanding officers within the delivery period stipulated above;

iii. Party fails to replace the goods declared to be not of standard quality or not conforming to acceptable standards or found to be decayed / infected / spoiled before the date of expiry or to refund the cost of such goods. Provided however that in cases of {ii} and {iii} above, the risk purchase will be limited to the quantity so specified therein.

13.2 The Risk Purchase will be done any time after the delivery period is over.

i. The Risk Purchase will be done from Main / Parallel or Substitute R.C. holder for undelivered quantity of the Stores & the Contractor shall be Tender Document for Medical Equipment, Surgical items, Hospital Furniture & Other Miscellaneous Items 29 penalized to the extent of 10% plus GST as applicable (Presently GST @ 18%) or difference whichever is higher.

ii. When both parallel & substitute A.T. / R.C. are not available, from the next higher acceptable offer in the respective tender; Provided that if the risk purchase cannot be carried out on the basis of either of {i}, {ii} above, then it will be carried out from the market after following the prescribed procedure.

13.3 Any monetary claim arising due to any of the terms and conditions of the tender / supply, including the difference arising due to risk purchase, will be recovered in the following manner:

i. From any pending bills of the party;

ii. From any E.M.D./ Security Deposits of the party;

iii. If amounts at {i} & {ii} above are not sufficient to meet the demand of risk purchase amount as "LAND REVENUE DUES".

14. Inspection

1) At the time of technical demonstration (Scrutiny) the goods mentioned in Annexure-II shall be tested by authorized agency of GMSCL. The authorized agency shall also conduct post-dispatch testing as per the terms and conditions mentioned below. During post-dispatch testing randomly selected 2% samples shall be tested. The charge of testing (during technical demonstration (Scrutiny) and post-dispatch) shall be borne by the seller. The charges of testing are mentioned in the Annexure (II) as per ATC 25.

2) The seller shall provide/deliver for test, free of charge, samples at such place as GMSCL may specify.

3) Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he/she may like fit and proper as per QAP/governing specification. The seller shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting officer.

4) Unless otherwise provided for in the contract, the quantity of the stores or materials expended in test will be borne by seller.

5) In case of any dispute, the appeals shall be made to the Board level committee of GMSCL. The decision of the Board level committee of GMSCL regarding acceptance / rejection of consignment shall be final and binding on the seller.

15. If any tenderer wishes to lodge any complaint against the other tenderer regarding submission of false documents, information etc., The tenderer has to submit the complaint before price bid opening along with deposit of Rs. 1,00,000 (Rupees One Lac only). The amount so deposited shall be refunded if after scrutiny the complaint is found to be true by the Managing Director. However, if the complaint is found to be false and malafide the deposit will be forfeited. No interest shall be paid against this deposit. Any complaint received after price bid opening will not be entertained. The facts relating to all such complaints as well as action taken thereof have to be produced before the respective purchase committee for its consideration.

16. Letter of Credit:

In Case GMSCL opens the Inland (INR) Letter of Credit for Imported Equipment, following Terms & Conditions are to be satisfied by the A.T. Holder.

1. Payment to Suppliers are ordinarily made by Inland (INR) Letter of Credit opened by the State Bank of India or any other scheduled/authorized Bank of Gujarat as decided by Managing Director, GMSCL, Gandhinagar. While opening the Inland (INR) Letter of Credit, the GMSCL should follow the provision of Uniform Customs and Practices for Documentary Credit (UCPDC).

2. Generally, irrevocable Inland (INR) Letter of Credit is opened so that the supplier is fully assured of its payment on fulfilling its obligations in terms of the contract. The Inland (INR) Letter of Credit will preferably be opened with validity of 90 days from the date of its opening, on extendable basis by mutual consent of both the parties. Letter of Credit opening charges in India will be borne by Managing Director, GMSCL. However, the delivery date of the contract is extended to take care of delay in supply, for which supplier is responsible, the tenure of the Inland (INR) Letter of Credit is also to be extended, but the expense incurred for such extension (Inland (INR) Letter of Credit) is to be borne by the supplier and late supply penalty plus GST as applicable will also be deducted as per Clause

3. For contract costing up to US \$ 100,000 (or equivalent), preferable mode of payment will be by Direct Bank Transfer (DBT). DBT payment will be made within 30 days of receipt of lorry receipt of Transporter approved by Indian Banker Association / Proof of shipment and such other documents as are provided for in the contract, but such payments will be subject to the deductions of such amounts as the Seller may be liable to pay under the agreed terms of the Contract.

4. In case of payment through Inland (INR) Letter of Credit paid shipping documents are to be provided to the Bank by the seller as a proof of dispatch of goods as per contractual terms /LC conditions so that the Seller gets payment from Inland (INR) Letter of Credit. The Bank will forward these documents to Managing Director, GMSCL for getting the goods/stores released from the supplier. However, where the mode of payment is DBT, the paid shipping documents are to be provided to the paying authority by Managing Director, GMSCL. Documents will include, as applicable: -

- a) Signed Commercial Invoice - 3 Copy(original)
- b) Lorry receipt of Transporter approved by Indian banker association - 1 set
- c) Packing List - 2 Copy
- d) Certificate of Origin from Seller's Chamber of Commerce, if any.
- e) Certificate of Quality and year of manufacture from OEM.
- f) Certificate regarding Country of Origin - 3 Copy
- g) Dangerous Cargo Certificate, if applicable.
- h) Insurance Policy/ Certificates in triplicate covering Transit Insurance as per cover for C.I.F. value plus 10%.
- i) Certificate of Conformity and Acceptance Test at PDI, if any. (PDI not necessary for this BID)
- j) Any other documents as provided for in the Contract/ asked by the Bank

5. Type of Shipment: Both Partial and Transshipment is acceptable

6. Offer must confirm terms & conditions and specification otherwise the offer will be ignored. Non specified terms for any charges or rates (i.e. ambiguous charges not specifying the quantum) will not be accepted.

7.75 % amount shall be released by bank on confirmation of dispatch of goods by supplier through submitting shipping documents and rest of amount shall be released by bank on receipt of such advice from GMSCL.

8. Provided that where the installation and commissioning of the machine is delayed and the installation cannot be carried out due to the reasons not associated with the tenderer or put off beyond 60 days of the receipt of goods at the ultimate destination due to express written instructions of the consignee, the balance 25 % payment shall be released to the supplier on his furnishing the bank guarantee afore mentioned.

Managing director, GMSCL reserves right to cancel Acceptance of Tender/rate contract in case where there is delay in opening of Letter of Credit due to default on part of company, for whatever reason

3.9 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.

3.10 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.

3.11 Service & Support:

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

3.12 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.

3.13 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.

3.14 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.

3.15 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.

3.16 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+ 10 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 100 % of total value as defined/ decided in relevant policy.

3.17 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)

3.18 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

Managing Director, Gujarat Medical Services Corporation Limited
payable at
Gandhinagar

. 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.

3.19 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Managing Director, Gujarat Medical Services Corporation Limited

Account No.

32638352973

IFSC Code

SBIN008434

Bank Name

State Bank of India

Branch address

NSC Branch, Gandhinagar

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

3.20 Warranty:

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

3.21 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.

3.22 *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:

Included in cost of Equipment/Item.

3.23 *Generic*

WORLD BANK TERMS AND CONDITIONS: Special Terms and Conditions as defined by world bank at [click here](#) will also be applicable. APPLICABLE ONLY IN CASE OF WORLD BANK FUNDED PROJECTS.

3.24 *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.

3.25 *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.