

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687765625040

अनुबंध तिथि | Generated Date : 20-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4674531](#)

संगठन विवरण Organisation Details		खरीदार विवरण Buyer Details	
प्ररूप Type :	Central Government	पद Designation :	Sr DMO Rad ALD
मंत्रालय Ministry :	Ministry of Railways	संपर्क नंबर Contact No. :	-
विभाग Department :	Indian Railways	ईमेल आईडी Email ID :	gautam.sen@gov.in
संगठन का नाम Organisation Name :	North Central Railway	जीएसटीआईएन GSTIN :	-
कार्यालय क्षेत्र Office Zone:	NCR	पता Address :	Central Hospital North Central Railway Nawab Yusuf Road Allahabad, Prayagraj, UTTAR PRADESH-211001, India

वित्तीय स्वीकृति विवरण Financial Approval Detail		भुगतान प्राप्तिकरण विवरण Paying Authority Details	
आईएफडी सहमति IFD Concurrence :	No	Role:	BUYER
प्रशासनिक अनुमोदन का पदनाम	Medical Director	भुगतान का तरीका	Railways
Designation of Administrative Approval:		Payment Mode:	
वित्तीय अनुमोदन का पदनाम	Medical Director	पद Designation :	Sr DMO Rad ALD
Designation of Financial Approval :		ईमेल आईडी Email ID :	gautam.sen@gov.in
		जीएसटीआईएन GSTIN :	-
		पता Address:	Central Hospital North Central Railway Nawab Yusuf Road Allahabad, Allahabad, UTTAR PRADESH-211001, India

विक्रेता विवरण Seller Details	
जेम विक्रेता आईडी GeM Seller ID :	LCIL210003445960
कंपनी का नाम Company Name :	ANNAI CARE INDUSTRIES
संपर्क नंबर Contact No. :	07825059510
ईमेल आईडी Email ID :	aci.annaiCare@gmail.com
पता Address :	No:25, First Floor,,IVth Cross Street,Mariyal Nagar,Reddiyarpalayam, Pondicherry, Pondicherry-605010, -
एमएसएमई सत्यापिति MSME verified :	No
एमएसएमई पंजीकरण संख्या MSME Registration number :	UDYAM-PY-03-0004772
एमएसई सामाजिक श्रेणी MSE Social Category :	OCB
एमएसई लिंग श्रेणी MSE Gender :	Male
जीएसटीआईएन GSTIN:	34ABVFA3458J1ZZ

*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 : urgent required	
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 : Face Mask 3 Ply Loop Class 3 ब्रांड Brand : Magnum--MAGNUM HEALTH AND SAFETY PRIVATE LIMITED ब्रांड प्रकार Brand Type : Unregistered Brand कैटलॉग की स्थिति Catalogue Status: OEM verified catalogue कैसे बेचा जा रहा है Selling As : OEM verified Reseller श्रेणी का नाम और चतुर्भास्ति Category Name & Quadrant : Surgical Face Masks (V3) (Q2) मॉडल Model: Magnum एचएसएन कोड HSN Code: 6207	20,000	pieces	1.58	जीएसटी GST (5%) : 1,504.762 जीएसटी उपकर 1 GST Cess 1 (0%) : 0 जीएसटी उपकर 2 GST Cess 2 (0 per accounting unit) : 0 जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) Input Tax Credit (ITC) on GSTI : - जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 : - जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 : -	31,600
कुल ऑर्डर मूल्य Total Order Value (in INR)						31,600

परेष्टी विवरण Consignee Detail					
क्र.सं. S.No	परेष्टी Consignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	दिनांक के बाद डिलीवरी शुरू करना है Delivery To Be Completed By

1	<p>पद Designation :- ईमेल आईडी Email ID : kuna.8599@gov.in</p> <p>संपर्क Contact :- जीएसटीआईएन GSTIN :- पता Address : Central Hospital North Central Railway Nawab Yusuf Road Allahabad, Prayagraj, UTTAR PRADESH-211001, India</p>	Face Mask 3 Ply Loop Class 3	-	20,000	20-Mar-2024	04-Apr-2024
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Product Specification for Face Mask 3 Ply Loop Class 3

विवरण Specification	उप-विवरण Sub-Spec	मूल्य Value
GENERAL FEATURES	Product Description	Surgical Face Mask
	Purpose	A medical device covering the mouth, nose and chin providing a barrier to minimize the direct transmission of infective agents between staff and patient
	Usage	Single Use (Disposable)
STANDARD	Conformity to Standard	IS 16289 (Latest)
	ISI Marked Product	Yes
	CML number	7800001910
PRODUCT INFORMATION	Class of Surgical Face Mask	Class 3
	Performance Requirement for Surgical Face Mask shall be as per IS 16289 (Latest)	Yes
	Mask Securing Method	Elastic Ear Loops
	Equipped with Adjustable Nose Clip	Yes
PACKAGING & MARKING	Packing & Marking of Surgical Face Mask shall be as per IS 16289 (Latest)	Yes
CERTIFICATIONS	Compliance to Medical Device Rules (MDR) 2017 as amended till date	Yes
	Availability of valid drug license for the product issued from the competent authority defined under Drugs and Cosmetic Act 1940 and Rules made there under as amended till date	Yes
	Valid Drug License Number	MFG/MD/2022/000690
	Manufacturing unit certification	ISO:13485 (Latest)
	Additional voluntary certification available	MFG/MD/2022/000690
	Availability of Test Report for each supplied batch/product as per Medical Device Rule (MDR) 2017 as amended till date	Yes
SHELF LIFE	Submission of all necessary certifications, licenses and test reports to the buyer at the time of bid submission or along with supplies as per buyer requirement	Yes
	Shelf Life from the date of manufacture (in months)	36 month
Advance Sample	Minimum shelf life of the product at the time of delivery to the consignee	3/4 th of Total Shelf Life
	Agree to provide advance sample of the product for buyer's approval before commencement of supply in case of bidding	Yes
ADDITIONAL REQUIREMENTS	Additional Requirement	NA

उत्पाद का बीआईएस लाइसेंस | BIS license of the product: 7800001910

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	NA
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	NA

आरसीएम/एफसीएम के संबंध में सामान्य खंड | General Clauses w.r.t RCM/FCM

- Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.
- For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.
- For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.
- For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess.
- For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers scope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

नियम और शर्तें| Terms and Conditions

1. Special terms and conditions- Version:1 effective from 30-05-2023

1. All Provisions of Drugs and Cosmetics Act, 1940 and Rules (including Medical Device Rule 2017) made there under as amended till date will always be applicable. This will include all notifications issued by Central Drugs Standard Control Organization (CDSCO), Ministry of Health & Family Welfare (MoHFW) and Department of Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers time to time in this regard.
2. 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.
3. In case of authorized resellers/distributors, it will be the legal & regulatory liability of the manufacturer to ensure that their resellers/distributors are operating in compliance with all relevant laws and regulations and are properly licensed to sell the manufacturer's products, including verifying the validity and authenticity of drug license held by them.
4. The price offered by the seller/bidder shall not, in any case exceed the DPCO/NPPA controlled price or price fixed by State Government, if any. The seller must reduce the prices if there is any reduction in DPCO/NPPA ceiling price or price fixed by State Government, if any.
5. 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 (ATC) 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 *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.

3.2 *Inspection*:

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance: Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

yes

Post Receipt Inspection at consignee site before acceptance of stores:

yes

3.3 *Inspection*:

SLBR52

3.4 *Inspection*:

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.

When there is requirement of submission of advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

3.5 *Inspection*:

Testing of Sample: The testing of advance sample and bulk sample during PDI will be carried at the designated AHSP labs. When testing facilities are not available, the facilities of Govt labs/NABL/Accredited labs will be utilized. The testing charges outside the designated AHSP labs to be borne by seller's.

3.6 *Sample Clause*:

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

5

samples for Buyer's approval, within 5 days of award of contract. Buyer shall, as per contract specifications framework, either approve the advance sample or will provide complete list of modification required in the sample within 5 days of receipt of advance sample. Seller shall be required to ensure supply as per approved sample with modifications as communicated by Buyer. If there is delay from buyer side in approval of advance sample – the delivery period shall be refixed without LD for the period of delay in sample approval. In case, the sample is found to have major deviations / not conforming to the Contract specifications, the buyer at its discretion may call for fresh samples for approval before allowing bulk supplies or may terminate the contract after notifying the deviations to the seller.

Unless otherwise provided in the contract, all samples required for test shall be supplied by the contractor free of cost. Where under the contract, the contractor is required to submit an advance sample, any expenses incurred by the contractor on or in connection with the production of stores in bulk, before the sample has been approved unconditionally shall be borne by the Seller and he shall not claim any compensation in the event of such sample being found unacceptable by the Buyer / Consignee.

3.7 *Sample Clause*:

For clothing and allied items, if pre-dispatch Inspection clause has been selected in the Bid, the Inspection Agency shall forward sample from the accepted lot duly identified/ sealed by it, as Reference Sample to each consignee (one reference sample per consignee) for comparing the lot received at consignee end with such reference sample. Such

reference samples will be treated as part of supplied quantity from the lot and cost shall be borne by the Buyer.

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।

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