

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687722036925

अनुबंध तिथि | Generated Date : 26-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4733696](#)

अनुसूची नाम | Schedule Name: Schedule 5

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्ररूप Type : State Government मंत्रालय Ministry : - विभाग Department : Public Health and Family Welfare Department संगठन का नाम Organisation Name : Maharashtra कार्यालय क्षेत्र Office Zone: ADMINISTRATIVE MEDICAL OFFICER ESIS MUMBAI ESIS HOSPITAL MULUND WEST	पद Designation : RESIDENT MEDICAL OFFICER संपर्क नंबर Contact No. : 022-25645520- ईमेल आईडी Email ID : buyer1.esis.mumbai@gembuyer.in जीएसटीआईएन GSTIN : 27MUM004429F1D0 पता Address : Esis hospital LBS marg mulund, MUMBAI, MAHARASHTRA-400080, 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: MEDICAL SUPERINTENDENT वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : MEDICAL SUPERINTENDENT	Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : ADMINISTRATIVE OFFICER ईमेल आईडी Email ID : ddo1.esis.mumbai@gembuyer.in जीएसटीआईएन GSTIN : 27MUM004429F1D0 पता Address : Esis hospital LBS marg mulund, MUMBAI, MAHARASHTRA-400080, India

विक्रेता विवरण Seller Details
जेम विक्रेता आईडी GeM Seller ID : 2AJ4230008212080 कंपनी का नाम Company Name : HEALTHCARE PRODUCTS संपर्क नंबर Contact No. : 08007601818 ईमेल आईडी Email ID : kdruchira@gmail.com पता Address : gat no 2107,,kumbhari,,south solapur,,Solapur, Maharashtra,, Solapur, MAHARASHTRA-413006, - एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-MH-32-0013963 एमएसई सामाजिक श्रेणी MSE Social Category : General एमएसई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN: 27APXPD3373H1ZI

*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 : FUNGUS MANAGEMENT ब्रांड Brand : 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: INDIA एचएसएन कोड HSN Code: 0000	454,068	Sqft	7	NA	3,178,476
कुल ऑर्डर मूल्य Total Order Value (in INR)						3,178,476

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
	पद Designation : - ईमेल आईडी Email ID : buyer1.esis.mumbai@gembuyer.in					

1	संपर्क Contact : 022-25645520- जीएसटीआईएन GSTIN : 27MUMO04429F1D0 पता Address : Esis hospital LBS marg mulund, MUMBAI, MAHARASHTRA-400080, India	FUNGUS MANAGEMENT	-	454,068	26-Mar-2024	25-Apr-2024
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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 :

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

ESIS MULUND
KAMGAR HOSPITAL
LAL BAHADUR SHASHTRI MARG
VEENA NAGAR
MULUND WEST MUMBAI
.

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

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 1 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

2.5 Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

2.6 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

2.7 Generic

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

2.8 Generic

- The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- 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.

2.9 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.

2.10 *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.

2.11 *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.

2.12 *Certificates:*

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

2.13 *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.

2.14 *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 *Certificates:*

To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid):

WORK EXPERIENCE IN STATE GOVT DEPARTMENT OF SEMILAR EXPERIENCE, ISO CERTIFICATE, OEM/MANUFACTURER CERTIFICATE, MAKE IN INDIA CERTIFICATE

2.16 *Buyer Added Bid Specific ATC:*

Buyer Added text based ATC clauses

- 1). BIDDER SHOULD BE FROM MAHARASHTRA STATE ONLY.
- 2). MADE IN INDIA PRODUCTS ONLY (CERTIFICATE SHOULD BE ATTACHED WITH BID DOCUMENT)
- 3). BIDDER SHOULD HAVE 5-10 YEARS SEMILAR WORK EXPERIENCE IN STATE GOVERNMENT DEPARTMENTS/HOSPITALS.
- 4). MANUFACTURER should have Manufacturing plant in India for last 10 years.
- 5). Passive OEM/MANUFACTURER should be ISO 9001:2015 and ISO 14001:2015
- 6). Net Worth of the Bidding firm should be minimum RS. 50 Lakhs (Rupees Fifty Lakhs) as on 31.03.202
3. CA Certificate with UDIN to this effect should be uploaded with Bid.
- 7). The Bidding firm must have Average Annual Turnover of RS. 50 Lakhs (Rupees Fifty Lakhs) in the last three years. CA Certified Annual Turnover Certificate with UDIN to this effect must be uploaded with Bid.
- 8). QUANTITY IS IN SQUARE FEET (PER SQ FT RATE SHOULD BE GIVEN)

2.17 *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.

2.18 *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.

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.