

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687765293430

अनुबंध तिथि | Generated Date : 29-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4091762](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्ररूप Type : State Government मंत्रालय Ministry : - विभाग Department : Health and Family Welfare Services Department संगठन का नाम Organisation Name : Puducherry कार्यालय क्षेत्र Office Zone: N/A कार्यालय क्षेत्र Office Zone: Puducherry	पद Designation : Assistant संपर्क नंबर Contact No. : 0413-2272170- ईमेल आईडी Email ID : j.jayaprakasc10023@py.gov.in जीएसटीआईएन GSTIN : 34CHEG02561G1DW पता Address : Pharmacy Stores, Office of the Government Pharmacy, Indira Nagar, Gorimedu, Opp To Esi Hospital, Puducherry., PONDICHERRY, PUDUCHERRY-605006, India

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence : Yes प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: Hon'ble Lieutenant Governor वित्तीय अनुमोदन का पदनाम Designation of Financial Approval: Hon'ble Lieutenant Governor	भुगतान का तरीका Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : JAO ईमेल आईडी Email ID : jao-gp.pon@gov.in जीएसटीआईएन GSTIN : - पता Address: Pharmacy Stores, Office of the Government Pharmacy, Indira Nagar, Gorimedu, Opp To Esi Hospital, Puducherry., Pondicherry, PUDUCHERRY-605006, India

विक्रेता विवरण Seller Details
जेम विक्रेता आईडी GeM Seller ID : 112E180000329104 कंपनी का नाम Company Name : XCELLANCE MEDICAL TECHNOLOGIES PRIVATE LIMITED संपर्क नंबर Contact No. : 09820329896 ईमेल आईडी Email ID : tender@shalya.in पता Address : PLOT NO W239, TTC INDUSTRIAL AREA, RABALE, NAVI MUMBAI, MAHARASHTRA-400701, - एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-MH-33-0006277 एमएसई सामाजिक श्रेणी MSE Social Category : General एमएसई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN: 27AAACX0605P1Z5

*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 : SHALYA Bipolar Diathermy Electrosurgical Unit, Working frequency 550 kiloHertz ब्रांड Brand : SHALYA ब्रांड प्रकार Brand Type : Registered Brand 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 : Bipolar Diathermy Electrosurgical Unit (Q3) मॉडल Model: Vista एचएसएन कोड HSN Code: HSN not specified by seller	8	pieces	333,800	NA	2,670,400
कुल ऑर्डर मूल्य Total Order Value (in INR)						2,670,400

परोक्षी विवरण Consignee Detail						
क्र.सं. S.No	परोक्षी Consignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	दिलोके के बाद डिलीवरी शुरू करना है Delivery Start After	वितरण पूरा कब तक करना है Delivery To Be Completed By
	पद Designation : -					

1	ईमेल आईडी Email ID : con4.health.pdy@gembuyer.in संपर्क Contact : 0490-2332225- जीएसटीआईएन GSTIN : - पता Address : Pharmacy Stores, Office of the Deputy Director, Government General Hospital, Hospital Road, Near to Church, Mahe. (UT of Puducherry), KOZHICODE, KERALA-673310, India	SHALYA Bipolar Diathermy Electrosurgical Unit, Working frequency 550 kiloHertz	-	2	29-Mar-2024	13-May-2024
2	पद Designation :- ईमेल आईडी Email ID : k.vijayakumar75@py.gov.in संपर्क Contact :- जीएसटीआईएन GSTIN :- पता Address : Pharmacy Stores, O/o The Medical Superintendent, Indira Gandhi Govt. General Hospital and Post Graduate Institute, No 1 Victor Simonel Street, Puducherry., PONDICHERRY, PUDUCHERRY-605001, India	SHALYA Bipolar Diathermy Electrosurgical Unit, Working frequency 550 kiloHertz	-	2	29-Mar-2024	13-May-2024
3	पद Designation :- ईमेल आईडी Email ID : k.gnanaprakash92@py.gov.in संपर्क Contact : 0413-2277545- जीएसटीआईएन GSTIN :- पता Address : The Pharmacy Stores, Office of the Medical Superintendent, Indira Gandhi Medical College and Research Institute, Vazhudavur Road, Kathirkamam, Puducherry., PONDICHERRY, PUDUCHERRY-605009, India	SHALYA Bipolar Diathermy Electrosurgical Unit, Working frequency 550 kiloHertz	-	4	29-Mar-2024	13-May-2024

Product Specification for SHALYA Bipolar Diathermy Electrosurgical Unit, Working frequency 550 kiloHertz

विनिर्देश Specification	उप-विनिर्देश Sub-Spec	मूल्य Value
Certification & Standards	Safety Features	IEC 60601,EN60601-1,EN60601-1-2,EN60601-2-2
	Certifications	USFDA
Generic specification	Type	Monopolar & Bipolar output with easily visible display and easy to operate controls
	Level of protection provided by housing	IP21
	Control	Patient/Plate circuit monitoring, Output power monitoring, Self check control, H.F. Leakage currents control, Compensation of mains fluctuation
	MDD 93/42/EC Class	II b
	Patient circuit	F
	Electrical classification	ICF
Technical Specifications	Maximum output power bipolar cut-coag BLEND	300 W
	Maximum output power monopolar cut-coag BLEND	300W
	Maximum output power bipolar coag COAG	95W
	Maximum output power bipolar CUT	95 W - 150 ohm
	Maximum output power monopolar coag SPRAY	120W
	Maximum output power monopolar coag DEEP	120 W - 200 ohm
	Maximum output power monopolar cut ENHANCED	200 W - 500 ohm
	Maximum output power bipolar cut-coag CUT40%	60 W - 150 ohm
	Working frequency Monopolar / Bipolar	550 kiloHertz
	Maximum output power bipolar cut-coag CUT60%	95 W - 150 ohm
	Maximum output power bipolar cut-coag CUT80%	NA
	Maximum output power monopolar coag SPRAY ARGON	100 W - 2000 ohm
	Maximum output power monopolar cut-coag CUT40%	200 W - 300 ohm
	Maximum output power monopolar cut-coag CUT60%	250 W - 300 ohm
	Maximum output power monopolar cut-coag CUT80%	300 W - 300 ohm
Maximum Output Power Monopolar Pure		

	CUT	400 W - 300 ohm
	Maximum output power monopolar coag SPEEDY	120 W - 500 ohm
Dimensions	Weight	7 kilogram
	Height	130 millimeter
	Depth	390 millimeter
	Width	340 millimeter
Power supply	Electrical input power (VA)	220
	Operating Voltage (AC)	220 Volt
	Frequency	50 Hertz
Additional information	Microprocessor or semi microprocessor control unit	Yes
	Alarm and auto cut off in the events of poor contact or HF Leak	Yes
	Activation of bipolar by foot switch and automatic modes	Yes
Warranty	Shelf life	3 year
Additional Features	Standard Accessories	Double water-proof foot-switch(1),Patient plate Re-Usable with cable adult(1),Set of electrodes(Blade,Long Blade,needle & Ball)(1),Bipolar forceps straight blunt 15-16 cm(1),Reusable bipolar cable 3 meter(1),Reusable handle with twin switches and cable(5),Power supply cable 5 meter
Test Report/Certification	ISO certification date and number (if no ISO provided then put NA)	IS/2212XE/5262
	Manufacturer should have ISO certification for quality standards (Manufacturer must Certified to ISO 9001:2008 or latest)	Yes
	Test Report Number and Date	ITC/TEST/NN/1806/12
	Name and address of the Lab where Test conducted	ITC (INDIA) ,Punjab
	Availability Of Test Report From Central Govt/Nabl/Ilac Accredited Lab To Prove Conformity To Specification	Yes
	Copies of reports and certifications to be furnished to buyer on demand at time of supplies	Yes

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.

खरीदार परिभाषित अतिरिक्त विशेषता के लिए | Buyer Defined Additional Specification for SHALYA Bipolar Diathermy Electrosurgical Unit, Working frequency 550 kiloHertz

विनिर्देश Specification	मूल्य Value
Technical Evaluation	Technical evaluation will be done by demonstrating the offered model with the requisite specifications . Bidders who did not demonstrate the offered model will be rejected outrightly and no communication will be entertained.
Additional Requirement	In addition to the GeM Golden parameters, product offered model of the participating bidder should also match with the additional specifications uploaded in the Buyer Specific Clauses (ATC) . The technical evaluation will be done as per GeM & additional specifications, and the bidders shall quote the equipment and submit the technical compliance accordingly. Product not meeting with technical specifications in Buyer Added Bid Specific Additional ATC will be rejected.

शुद्धिपत्र | Corrigendum

1. तक बढ़ाया गया | Extended Upto : 2023-11-07 09:00:00
2. तक बढ़ाया गया | Extended Upto : 2023-11-11 09:00:00
3. GeM-Bidding-Corr-5467698-5.pdf : [यहां क्लिक करें | click here](#)
4. तक बढ़ाया गया | Extended Upto : 2023-11-20 10:00:00

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	5.00

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 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.

2.2 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.

2.3 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)

2.4 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Generic specification

Type	Monopolar & Bipolar output with easily visible display and easy to operate controls
Level of protection provided by housing	IP21
MDD 93/42/EC Class	II b

Technical Specifications

Maximum output power bipolar cut-coag BLEND	100-300 W
Maximum output power bipolar coag COAG	95W
Maximum output power bipolar CUT	95 W - 150 ohm
Maximum output power bipolar cut-coag CUT80%	NA

Warranty

CAMC	3 years along with 5% e-PBG
------	-----------------------------

Test Report/Certification

ISO certification date and number (if no ISO provided then put NA)	To be provided by the bidder
--	------------------------------

Test Report Number and Date

To be provided by the bidder

Name and address of the Lab where Test conducted

To be provided by the bidder

The following Gem Golden Parameters are supersede herewith

Maximum output power monopolar cut-coag blend

200-300W

Maximum output power monopolar coag Deep

120-200W

Maximum output power bipolar cut-coag cut 40%

40-60W

Working frequency monopolar/bipolar

350-550 KHz

Maximum output power bipolar cut-coag cut 60%

60-100 W

Maximum output power Monopolar Coag Spray Argon

100 -120W

Maximum output power Monopolar cut-coag cut 40%

120-200W

Maximum output power Monopolar cut-coag cut 60%

180-250 W

Maximum output power Monopolar cut-coag cut 80%

220-300 W

Maximum output power Monopolar Pure cut

300-400 W

Maximum output power Monopolar coag speedy

120-200 W

Weight

To be provided by the bidder

Height

To be provided by the bidder

Depth

To be provided by the bidder

Width

To be provided by the bidder

2.5 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document [Click here to view the file](#).

2.6 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.

2.7 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.

2.8 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 5 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

2.9 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.

2.10 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.

2.11 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.

2.12 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.

2.13 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 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.

2.15 Service & Support:

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

2.16 Service & Support:

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

2.17 Past Project Experience:

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

2.18 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.

2.19 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.

2.20 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.

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.