

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687731924812

अनुबंध तिथि | Generated Date : 10-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4364955](#)

संगठन विवरण   Organisation Details				खरीदार विवरण   Buyer Details			
प्ररूप   Type :	Central Government			पद   Designation :	SrDMM DLI		
मंत्रालय   Ministry :	Ministry of Railways			संपर्क नंबर   Contact No. :	011-23365311-0		
विभाग   Department :	Indian Railways			ईमेल आईडी   Email ID :	srdmm@dli.railnet.gov.in		
संगठन का नाम   Organisation Name :	Northern Railway			जीएसटीआईएन   GSTIN :	07AAAGM0289C1ZL		
कार्यालय क्षेत्र   Office Zone:	Northern Railway			पता   Address :	Office of the SrDMM, Store Branch, CENTRAL DELHI, DELHI-110055, India		
वित्तीय स्वीकृति विवरण   Financial Approval Detail				भुगतान प्राधिकरण विवरण   Paying Authority Details			
आईएफडी सहमति   IFD Concurrence :	No			Role:	BUYER		
प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval:	CMS/DLI			भुगतान का तरीका   Payment Mode:	Railways		
वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval :	Sr.DFM/DLI			पद   Designation :	SrDMM DLI		
				ईमेल आईडी   Email ID :	srdmm@dli.railnet.gov.in		
				जीएसटीआईएन   GSTIN :	07AAAGM0289C1ZL		
				पता   Address:	Office of the SrDMM, Store Branch, NEW DELHI, DELHI-110055, India		
विक्रेता विवरण   Seller Details							
जेम विक्रेता आईडी   GeM Seller ID :	E3E2180000526514						
कंपनी का नाम   Company Name :	M.K.SURGICAL						
संपर्क नंबर   Contact No. :	07838590913						
ईमेल आईडी   Email ID :	mksurgical123@gmail.com						
पता   Address :	5/15,(M/F) WEA,KAROL BAGH,NEW DELHI, Central Delhi, DELHI-110005, -						
एमआईआई स्थिति   MII Status :	True						
एमएसएमई सत्यापित   MSME verified :	No						
एमएसएमई पंजीकरण संख्या   MSME Registration number :	UDYAM-DL-01-0002345						
एमएसई सामाजिक श्रेणी   MSE Social Category :	General						
एमएसई लिंग श्रेणी   MSE Gender :	Male						
जीएसटीआईएन   GSTIN:	07ADLPK9878N1ZF (R)						
*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 : NA							
उत्पाद विवरण   Product Details							
#	आइटम विवरण   Item Description	आइटम विवरण   Ordered Quantity	इकाई   Unit				
1	उत्पाद का नाम   Product Name : appasamy associates Ophthalmic ND Yag laser ब्रांड   Brand : appasamy associates ब्रांड प्रकार   Brand Type : Registered Brand कैटलॉग की स्थिति   Catalogue Status: OEM verified catalogue कैसे बेचा जा रहा है   Selling As : OEM verified Reseller श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : Ophthalmic ND Yag laser (Q2) मॉडल   Model: 307 एचएसएन कोड   HSN Code: 90185090	1	pieces	2,300,000	NA	2,300,000	
कुल ऑर्डर मूल्य   Total Order Value (in INR)						2,300,000	
परेषिती विवरण   Consignee Detail							
क्र.सं.   S.No	परेषिती   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 : bhushan.516@gov.in						

1	संपर्क   Contact : 011-23384008- जीएसटीआईएन   GSTIN : - पता   Address : DIVISIONAL HOSPITAL S.P. MUKHERJEE MARG NR DELHI-110006, CENTRAL DELHI, DELHI-110006, India	appasamy associates Ophthalmic ND Yag laser	-	1	10-Apr-2024	10-May-2024
Product Specification for appasamy associates Ophthalmic ND Yag laser						
विनिर्देश   Specification		उप-विनिर्देश   Sub-Spec	मूल्य   Value			
Performance parameter	Purpose		It is used to treat posterior capsular opacification (PCO) after cataract surgery and to create a peripheral iridotomy in patients with narrow angles or angle-closure glaucoma			
	Laser beam profile should be highly precise		Yes			
	Type of structure mode		Super Gaussian			
	Type of pulse		Triple Pulse			
	Number of Step of energy level		22			
	Type of aiming/focusing beam laser		Laser diode			
	Availability of four point aiming beam		Yes			
	Source of power supply		Single Phase (230 V , 50 Hz)			
	Availability of slit lamp with 5-step magnification		Yes, from same manufacturer			
	External Control Panel		Yes			
	Source of Illumination		Halogen lamp			
	Power of lamp in watt		30			
	Source of Illumination should be adjustable		Yes			
	Type of tube used		Convergent tube			
	Machine should have Isolation transformer for safe handling		Yes			
	Motorized table provided		Yes, sourced from same manufacturer			
	Warranty in years		2			
	Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual ,abour and spares, after satisfactory completion of Warranty period		4			
	Certificate to be available from OEM/principal regarding approved centers for servicing		Yes			
	Operating temperature range and humidity		0 to 50 degree centigrade and humidity 15-90%			
Dimensional Parameter	Laser wavelength in nm		1064			
	Optical breakdown in air in mJ		2.5			
	Pulse duration time in ns		4			
	Maximum laser energy in mJ		37			
	Minimum energy level range in mJ		0.3 -10			
	Maximum pulse repetition frequency in Hz		2/3			
	Focus diameter in air in		10			
	Cone angle or Angle of exit aperture in degree		16			
	Wavelength range of aiming beam in nm		625 to 685			
	Power of aiming beam in µW		5 to 150			
	Range of aiming beam focus offset for posterior & anterior focus shift in µm		± 150			
	Range of continuous slit width adjustment in mm		1 to 14			
	Slit length in mm		1,3,5,9,14			
	Maximun magnification for slit lamp		32x			
	Eyepieces magnification		12.5x			

Reports & Certifications	Focus length of tube of in mm	140
	Range of Adjustable IPD in mm	55 to 75
	Certifications for product	European CE (with verified document)
	Certification Number and date	170273 QS/NB Dtd 31/10/2019
	Manufacturer should have ISO certification for quality standards	Yes
	ISO certification number & date	Q50754320011 Rev.00 Dtd.10/08/2021
	Copies of reports and certifications to be furnished to buyer on demand at time of supplies	Yes
व्यापक रखरखाव के लिए शुल्क   Comprehensive maintenance charges for appasamy associates Ophthalmic ND Yag laser		
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		10%
CMC charges for 2 nd year after warranty period in % of cost of equipment		10%
CMC charges for 3 rd year after warranty period in % of cost of equipment		10%
CMC charges for 4 th year after warranty period in % of cost of equipment		10%
CMC charges for 5 th year after warranty period in % of cost of equipment		10%
खरीदार परिभाषित अतिरिक्त विशिष्टता के लिए   Buyer Defined Additional Specification for appasamy associates Ophthalmic ND Yag laser		
विनिर्देश   Specification		मूल्य   Value
Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual ,about and spares, after satisfactory completion of Warranty period		5 Years
शुद्धिपत्र   Corrigendum		
1. GeM-Bidding-Corr-5766490-1.pdf <a href="#">यहां क्लिक करें   click here</a>		
2. तक बढ़ाया गया   Extended Upto : 2024-02-06 11:00:00		
सीएमसी के लिए अतिरिक्त खंड   Additional Clauses for CMC		
<p>1.CMC shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, after satisfactory completion of Warranty. During the CMC 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 or as per user requirement. Cost of consumables shall not be included in CMC.Further there will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.</p> <p>2.CMC charges to be indicated as percentage of cost of equipment quoted for each year after the warranty period.</p> <p>3.GST shall be included in the CMC Charges quoted.</p> <p>4.Cost of CMC will be added for Ranking/Evaluation purpose with depreciation formula.A 10% discounting rate per year shall be applied on CMC Charges for price evaluation on Net Present Value.</p> <p>5.The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user.</p> <p>6.While creating a bid or RA, buyers shall indicate whether CMC is required against Yes/No" options. If CMC Charges are included, an option for number of years for CMC required after the warranty period shall be available.Under this option up to 10 years can be chosen for CMC charges beyond warranty period.</p> <p>7.In case the bid has a provision for CMC, the warranty of the product will also be deemed to have been converted into Comprehensive warranty including preventive maintenance and calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, during the Warranty Period also. Sellers are therefore advised to include the cost of Comprehensive Warranty including spares (excluding consumables) also in product Cost.</p> <p>8.The CMC functionality shall be available in bid only and no direct RA shall be applicable.In case of bid to R/A decrement rules shall be applicable on total price inclusive of CMC charges. Bunching of products shall not be available while creating bids with CMC charges.</p> <p>8.1.Buyer shall indicate number of years of warranty by selecting different options available in the field depending on warranty parameter applicable in category parameters for the equipment. No. of years of warranty indicated here shall supersede the warranty period indicated elsewhere in bid or product specifications. The Seller while participating in Bid/RA will get fields to indicate CMC charges as percentage depending on number of years of CMC selected by Buyer. The following shall be applicable, if 5 year CMC selected:</p> <p>CMC charges for 1st year after warranty period- Percentage to be indicated- A1</p> <p>CMC charges for 2nd year after warranty period- Percentage to be indicated- A2</p> <p>CMC charges for 3rd year after warranty period – Percentage to be indicated- A3</p> <p>CMC charges for 4th year after warranty period – Percentage to be indicated- A4</p> <p>CMC charges for 5th year after warranty period – Percentage to be indicated- A5</p> <p>Similarly, A6 to A10 are to be indicated for 6th to 10th year of CMC if applicable.</p> <p>8.2.The calculation of CMC Charges shall take into account the number of years of warranty and duration of CMC as specified while creating bid.</p> <p>8.3.In the price evaluation, the system shall provide function to calculate the cost of each equipment by formula indicated below includingCMC and then show the inter-se-ranking of the bidders. The following are the variables</p> <p>(i) Number of years for which CMC required.</p> <p>(ii) Number of years of product warranty</p> <p>The formula for calculating total cost including CMC charges shall be as under:</p> <p>Total Cost for evaluation=</p> <p><math>C + C * \{ (A1/100) / (1.10^n) + (A2/100) / (1.10^{n+1}) + (A3/100) / (1.10^{n+2}) + (A4/100) / (1.10^{n+3}) + (A5/100) / (1.10^{n+4}) \}</math> and so on</p> <p>C – Cost for equipment quoted and n shall be number of years of product warranty specified.</p> <p>If 2 year warranty specified, n shall be2 and if 5 year warranty specified, n shall be 5. A1,A2, A3, A4&amp; A5shall depend on how many years CMC selected. For3 yearCMC, only A1,A2 and A3 factors are to be taken into account and A4 and A5 will not be applicable.</p> <p>8.4.CMC charges offered for each subsequent year should be same or higher than preceding year.</p>		

8.5.The CMC charges shall be offered within range of 3 to 10% of cost of equipment.

9.Since CMC charges are to be paid only later for each year during CMC period,applicable performance guarantee amount after placement of contract shall be based on the cost of equipment excluding the cost of CMC Charges.

10.Performance bank guarantee applicable for CMC is to be submitted at start of the CMC and shall be applicable between 2.5% to 10% as specified in bid on total CMC Charges.The PBG submitted after award of contract shall be released only after new PBG for the CMC period is submitted and accepted by buyer/consignee after due verification.Bank guarantee for CMC is to remain valid till completion of CMC period plus one year. The bank guarantee for CMC shall be submitted to buyer directly. In case, seller fails to submit the PBG or does not provide services for the CMC contract after expiry of warranty period then PBG of equipment shall be forfeited.

11.In case of splitting of order quantity, equipment cost and CMC charges offered by L1 bidder shall be matched by higher quoting eligible bidders on one-to-one basis.The equipment cost and CMC charges (year to year) shall be matched individually.

12.The CMC Contract shall be an offline contract to be handled by buyer.The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user and scope of CMC will be as per para 1 above.

## 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 21-11-2022

- 1.1
  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.
  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. 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.
  4. 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.
  5. 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 *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 %.

#### 3.2 *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

#### 3.3 *Scope of Supply:*

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

#### 3.4 *Certificates:*

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

#### 3.5 *Service & Support:*

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

#### 3.6 *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.

#### 3.7 *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.

#### 3.8 *Forms of EMD and PBG:*

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

Sr.Divisional Finance Manager/ Delhi, N.Rly

Account No.

30768733055

IFSC Code

SBIN0000631

Bank Name

State Bank of India

Branch address

Chandni Chowk Delhi

. 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.

#### 3.9 *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

Sr.Divisional Finance Manager/ Delhi, N.Rly

Account No.

30768733055

IFSC Code

SBIN0000631

Bank Name

State Bank of India

Branch address

Chandni Chowk Delhi

. 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.

#### 3.10 *Buyer Added Bid Specific ATC:*

Buyer Added text based ATC clauses

Inspection Clause- Inspection by Consignee

2. Payment Terms: - 100% Payment after supply, installation, commissioning, inspection and acceptance by Consignee. subject to submission of BG for 10% of the contract value for warranty obligations, valid beyond 6 months period of warranty.

3. Mode of Dispatch/Delivery:-By Road/Rail.

4. Warranty Clause :- As per terms and condition given in bid.

5. Bid will be evaluated as per attached documents in ATC documents along with the specification in the bid .

6. Firm should submit technical clause wise compliance, Make and model and technical brochure along with bid.

7. Firm must submit the Bank Guarantee as Security Deposit within 15 Days of placement of GEM contract.

8. BG/DD/FDR/TDR must be submitted in the office of Sr.DMM/DLI (State Entry Road /DRM office/New Delhi).

9. Firm should have submitted proper detail of EMD transaction (reference number , Account Number , IFSC code, Bank address with GST & Vendor code) to avoid any delay in releasing of EMD.

10. 5 % of EPBG submitted by the firm before the placement of the contract will be released after successful installation , commissioning and acceptance of the Machine by the consignee, if requested by the firm in writing.

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.