

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687747657775

अनुबंध तिथि | Generated Date : 15-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4615602](#)

संगठन विवरण Organisation Details				खरीदार विवरण Buyer Details				
प्ररूप Type :		Central PSU		पद Designation :		Sup2PPXEM		
मंत्रालय Ministry :		Ministry of Heavy Industries and Public Enterprises		संपर्क नंबर Contact No. :		01334-285700-		
विभाग Department :		Department of Heavy Industry		ईमेल आईडी Email ID :		buyer342.bhelb.ua@gembuyer.in		
संगठन का नाम Organisation Name :		Bharat Heavy Electricals Limited (BHEL)		जीएसटीआईएन GSTIN :		05AAACB4146P1ZL		
कार्यालय क्षेत्र Office Zone:		10110009-HEEP, Haridwar		पता Address :		BHEL, HEEP, Main Admin Building, 4th Floor, Haridwar, HARIDWAR, UTTARAKHAND-249403, India		
वित्तीय स्वीकृति विवरण Financial Approval Detail				भुगतान प्राधिकरण विवरण Paying Authority Details				
आईएफडी सहमति IFD Concurrence :		No		Role:		PAO		
प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval:		CMS		भुगतान का तरीका Payment Mode:		BHEL		
वित्तीय अनुमोदन का पदनाम Designation of Financial Approval :		Manager		पद Designation :		Dymgr Fin		
				ईमेल आईडी Email ID :		pay31.bhelb.ua@gembuyer.in		
				जीएसटीआईएन GSTIN :		-		
				पता Address:		BHEL, HEEP, Main Admin Building, 4th Floor, Haridwar, Haridwar, UTTARAKHAND-249403, India		
						Payments shall be made to the seller within 90 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10-days time as provided in clause 12 of GeM GTC)		
				भुगतान समयसीमा Payment Timelines:				
विक्रेता विवरण Seller Details								
जेम विक्रेता आईडी GeM Seller ID :		2232200001119746						
कंपनी का नाम Company Name :		AVIENCE BIOMEDICALS PRIVATE LIMITED						
संपर्क नंबर Contact No. :		08588828781						
ईमेल आईडी Email ID :		avience.gem@gmail.com						
पता Address :		B-411,Block B , Plot no. 4, Umiya Sadsan apartment,SECTOR 4,DWARKA, South West delhi, DELHI-110078, -						
एमएसएमई सत्यापित MSME verified :		No						
एमएसएमई पंजीकरण संख्या MSME Registration number :		UDYAM-DL-11-0002440						
एमएसई सामाजिक श्रेणी MSE Social Category :		SC						
एमएसई लिंग श्रेणी MSE Gender :		Male						
जीएसटीआईएन GSTIN:		07AATCA0829P1Z1 (B) , (R) , 09AATCA0829P1ZX (M)						
*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	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 : AvienBio Serum Uric Acid Kit ब्रांड Brand : AvienBio 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 : Biochemistry Reagent Kits (Q2) मॉडल Model: Avienbio Uric Acid Kit एचएसएन कोड HSN Code: HSN not specified by seller			1,500	Test	3.21	NA	4,815
कुल ऑर्डर मूल्य Total Order Value (in INR)								4,815
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

1	पद Designation : - ईमेल आईडी Email ID : con889.bhelb.ua@gembuyer.in संपर्क Contact : 94107-30407- जीएसटीआईएन GSTIN : 05AAACB4146P1ZL पता Address : General stores , Main Hospital BHEL Ranipur , Haridwar Uttarakhand Pin 249403, HARIDWAR, UTTARAKHAND-249403, India	AvienBio Serum Uric Acid Kit	1	750	15-Apr-2024	25-May-2024
			2	750	22-Sep-2024	12-Oct-2024
Product Specification for AvienBio Serum Uric Acid Kit						
विनिर्देश Specification		उप-विनिर्देश Sub-Spec		मूल्य Value		
GENERAL FEATURES		Product Description		Biochemistry Reagent Kits		
		Clinical Purpose		Biochemistry reagents kits are used in clinical settings to measure various substances in the blood or other bodily fluids, such as urine or cerebrospinal fluid. These measurements can provide important information about a patient's health status, as well as help diagnose and monitor various medical conditions		
PRODUCT INFORMATION		Type of Test		Serum		
		Type of Reagent Kit		Uric Acid Kit		
		Detection Type		Quantitative		
		Testing Method		End Point Method		
		Reactivity		Human		
		Compatibility		Semi Automated Analyzers, Fully Automated Analyzers		
		Reagent should be liquid stable		Yes		
		State at room temperature		Liquid		
		Ready to use reagent kit		Yes		
		Calibrator & control to be provided		Yes		
		Linearity		20 mg/dl		
		Original kit literature in English/Hindi(not photocopy) should be provided with each kit		Yes		
		Storage Temperature		2°C to 8°C		
		The supplier should ensure maintenance of recommended temperature during storage and transportation of Kit to the buyer		Yes		
PACKAGING		Pack Size		100 ml		
CERTIFICATIONS & REPORTS		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/IVD/2022/000038		
		Manufacturing unit certification		ISO:13485 (Latest)		
		Additional voluntary certification available		NA		
		Availability of Test Report for each supplied batch/product as per Medical Device Rules (MDR) 2017 as amended till date		Yes		
		Availability of Traceability certificate		Yes		
		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		Shelf life in months from the date of manufacture (when stored at recommended storage conditions)		24 month		
		Minimum shelf life of the product at the time of delivery to the consignee		3/4th of Total Shelf Life		
ADVANCE SAMPLE		Agree to provide advance sample of the product for buyer's approval before commencement of supply in case of bidding		Yes		
ADDITIONAL REQUIREMENT		Additional Requirement		NA		

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

नियम और शर्तें | Terms and Conditions

1. Special terms and conditions- Version:1 effective from 04-05-2023

1.1 SPECIAL TERMS AND CONDITIONS (STC)

- 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.
- 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.
- 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.
- 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.
- 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 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

SPECIAL TERMS: -

- 1ml will be treated as 1 test, please quote accordingly.
- Pack size more than 600ml is not acceptable.

PAYMENT TERMS: -

100% payment will be made after receipt and acceptance of material as per MSME act as follows:-

- 1) Micro & Small Enterprises – within 45 days
- 2) Medium Enterprises – within 60 days
- 3) Non MSMEs – within 90 days.

RISK PURCHASE CLAUSE: -

In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies / defective supplies or nonfulfillment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract or under General Law.

CONFLICT OF INTEREST AMONG BIDDERS / AGENTS: -

"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- they have controlling partner (s) in common; or
- they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- they have the same legal representative/agent for purposes of this bid; or
- they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or
- In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:

- The principal manufacturer directly or through one Indian agent on his behalf; and

2. Indian/foreign agent on behalf of only one principal;

or

g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or

h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "

OTHER CLAUSES: -

- 1) Item must be stamped with "BHEL SUPPLY NOT FOR SALE"
- 2) Batch No. & Date of Expiry should be mentioned in invoice
- 3) Expiry date should not be less than 12 months on date of receipt (unless it is mentioned in tender specification)

3.2 Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

MEDICAL STORE
MAIN HOSPITAL
HEEP, BHEL
HARIDWAR
PIN-249403

3.3 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 %.

3.4 Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

3.5 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.

3.6 Generic

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

3.7 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.

3.8 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.

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.