

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687732574219

अनुबंध तिथि | Generated Date : 24-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4709750](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रकार Type : Central Government	पद Designation : SR.DMM/NGP
मंत्रालय Ministry : Ministry of Railways	संपर्क नंबर Contact No. : 0712-2548101-
विभाग Department : Indian Railways	ईमेल आईडी Email ID : srdmm@ngp.railnet.gov.in
संगठन का नाम Organisation Name : Central Railway	जीएसटीआईएन GSTIN : 27AAAGM0289C2ZI
कार्यालय क्षेत्र Office Zone : Central Railway Stores Deptt	पता Address : DRM OFFICE CENTRAL RAILWAY KINGSWAY NAGPUR, NAGPUR, MAHARASHTRA-440001, India

निरीक्षण का प्रकार Type of Inspection: Pre Dispatch
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गुणवत्ता आश्वासन योजना के लिए कृपया बोली देखें | For Quality Assurance Plan please refer to the bid GEM/2024/B/4709750

निरीक्षण एजेंसी / प्राधिकरण Inspection Agency/ Authority: RITES
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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/NGP	भुगतान का तरीका Payment Mode: Railways
वित्तीय अनुमोदन का पदनाम Designation of Financial Approval: Sr.DFM/NGP	पद Designation : SR.DMM/NGP
	ईमेल आईडी Email ID : srdmm@ngp.railnet.gov.in
	जीएसटीआईएन GSTIN : 27AAAGM0289C2ZI
	पता Address: DRM OFFICE CENTRAL RAILWAY KINGSWAY NAGPUR, NAGPUR CITY, MAHARASHTRA-440001, India

विक्रेता विवरण Seller Details
जेम विक्रेता आईडी GeM Seller ID : 621F180000336762
कंपनी का नाम Company Name : STATIONARY BATTERY WORKS
संपर्क नंबर Contact No. : 09422118933
ईमेल आईडी Email ID : narendrabhoyar@rocketmail.com
पता Address : PLOT NO 34,MIRE LAYOUT,BEHIND DATTA MANDIR,NANDANVAN ROAD,NANDANVAN, Nagpur, MAHARASHTRA-440024, -
एमआईआई स्थिति MII Status : True
एमएसएमई सत्यापित MSME verified : No
एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-MH-20-0041990
एमएसई सामाजिक श्रेणी MSE Social Category : OBC
एमएसई लिंग श्रेणी MSE Gender : Male
जीएसटीआईएन GSTIN: 27ACJPB6503E1Z1 (B) , (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	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 : vactech Trolley mounting Anesthesia Machine ब्रांड Brand : vactech 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 : Anesthesia Machine (Q3) मॉडल Model: (Major 3G S Fully Stainless Steel 712) एचएसएन कोड HSN Code: HSN not specified by seller	3	pieces	350,000	NA	1,050,000

कुल ऑर्डर मूल्य Total Order Value (in INR)	1,050,000
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निरीक्षण अधिकारी Inspection Officer:
नाम Name: Western Region Inspection Officer, 2ND FLOOR, CHURCH GATE, M.K ROAD, CHURCH GATE MUMBAI -400020
ईमेल E-mail: wrinspn@rites.com
संपर्क Phone: +91932644430

Place of Inspection:

पता|Address: PLOT NO- 8, 194/A, BEHIND TIP TOP PLAZA, NEAR HARDY SPICER, MIDC, AMBAD, NASHIK - 422010. MAHARASHTRA STATE, INDIA

नाम|person name: CHANDRASHEKHAR DESHPANDE

संपर्क नंबर|contact number: 9422256833

परोषिती विवरण|Consignee Detail

क्र.सं. S.No	परोषिती 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 : dmo@ngp.railnet.gov.in संपर्क Contact : - जीएसटीआईएन GSTIN : N पता Address : DRM OFFICE CENTRAL RAILWAY KINGSWAY NAGPUR, NAGPUR, MAHARASHTRA-440001, India	vactech Trolley mounting Anesthesia Machine	-	3	24-Apr-2024	23-Jun-2024

Product Specification for vactech Trolley mounting Anesthesia Machine

विनिर्देश Specification	उप-विनिर्देश Sub-Spec	मूल्य Value
Standards	Conformity to standards	European CE
	Certification date and number	105160720 Date: 16-07-2020
	Conformity to manufactures certification	ISO 9001 & ISO 13485
	Conformity to medical electrical safety standards	IEC60601-2-13 and BS EN 6060-1-1
Performance Parameters	Purpose of anesthesia machine	Anesthetic machine in used to provide an accurate and continuous supply of medical gases mixed and deliver this to the patient at a safe pressure and flow.
	Provision for Vaporizer	Yes
	Type of mounting	Trolley mounting
Gas Delivery System	Availability of Pin index yokes for gases	Oxygen and Nitrous oxide
	Availability of Separate Pin index yokes for gases	Oxygen , Nitrous oxide
	Availability of flow meters	O2, N2O and Air
	Mode of gas mixing	Pneumatic
	Availability of rotameter control guards in anesthesia machine	Yes
	Availability of pressure gauges for cylinder and pipelines in anesthesia machine	Yes
	Availability of audible and visual oxygen failure alarms	Yes
	Minimum emergency oxygen flow in litre per minute	35-70
Type of hypoxic guard with automatic cutoff of N2O	Mechanical	
Vaporizer	Vaporizer	Yes
	Number of quick mount type vaporizer for easy interchangeability at a time	1
	Number of selectable back bar	2
	Facility of interlock for vaporizer	Yes
	Volume percentage of delivery range	0 to 10
	Minimum agent capacity for free volatile anesthetic agent in ml	225
	Sensor connection shall be internal to prevent disconnection	Yes
	Vaporizer compatible to gases	Isoflurane
	The vaporizer design should be maintenance free	Yes
	Vaporizer calibration requirement	After every five years
Breathing System	Breathing system should have fresh gas de-coupled / compensation , closed circle absorber system	Yes
	Range of pressure relief valve in mbar of breathing system	5 to 70
	Inbuilt absorber heater	No
	Number of steps in change over from spontaneous to bag ventilation	Single step
	Number of bair circuit (adult) supplied with workstation	10

	Number of Jackson Rees circuit for pediatric patients supplied with workstation	10
	Volume capacity of breathing system in litres	1.5
	Reusable flow sensors covered in warranty	No
	Breathing system should have leak and compliance test	Yes
Alarms	Number of alarms	1
	Alarms shall be adjustable to high / low limits with audio and visual alarms	Yes
Power Supply	Length of main cable in meter with power socket of standard indian make to be provided	5
	Inbuilt battery backup in hrs	NA
	Power supply	220-240VAC, 50Hz Single phase
Accessories	Transparent re-usable silicon face mask size 0,1,2,3,4 & 5	2 each
	Breathing bag 2 Litre & 500 ml	2 each
	Mox regulator with 3 meter high Pressure tubing	1
Miscellaneous Parameters	Warranty (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)	2
	Number of installations of the CMS in Central /State/PSU Govt Hospitals(Note: Seller should supply a performace certificate of the device to the buyer if demanded after placement of order)	Upto 3
	User/Technical/Maintenance manuals to be supplied in English in hard and soft copy	Yes
	Demonstration of equipment and training to be provided after completing supplies & Installation before acceptance	Yes
	The Principal Manufacturer must have direct Presence/approved service center In India	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.

शुद्धिपत्र | Corrigendum

1. तक बढ़ाया गया | Extended Upto : 2024-03-22 09:00:00
2. तक बढ़ाया गया | Extended Upto : 2024-03-30 11:00:00

ईपीबीजी विवरण | ePBG Detail

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

नियम और शर्तें | Terms and Conditions

1. Special terms and conditions- Version:2 effective from 21-10-2022

- 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.

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 Scope of Supply:

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

3.3 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):

Visual Inspection by Rites against OEM TC & GC

Post Receipt Inspection at consignee site before acceptance of stores:

Consignee

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 the 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 Warranty:

Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide Comprehensive Maintenance Service for next 3 years for the offered products at the rate not more than 5 % of contract price per annum. Buyer reserves the right to enter into a CMC agreement with the Successful Bidder / OEM after expiry of the Warranty period at above mentioned rate and the payment for the CMC charges would be made Monthly after rendering of the CMC Services of the relevant CMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the CMC contract when called upon by the buyer. CMC would include cost of

cost of preventive maintenance and servicing including cost of all kinds of spares & labour [Excluding Consumable s]

(Upload the undertaking). The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 10% of total CMC value valid up to CMC period plus 2 months (if there is no other claim).

3.6 Forms of EMD and PBG:

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

SrDFM/NG
payable at
Nagpur

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

3.7 Forms of EMD and PBG:

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

3.8 Forms of EMD and PBG:

Bidders can also submit the EMD with Banker's Cheque in favour of

SrDFM/NGP
payable at
NAGPUR

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

3.9 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Conditions/Specifications mentioned here under "Buyer Added Bid Specific ATC" shall have precedence over Conditions/Specifications mentioned any where in the Bid Document

1. Participating traders/agents must provide authorization letter issued by the OEM. Authorization letter should be tender/Bid specific. Bidders must submit valid authorization letter containing the required information along with their offer failing which the offer is liable to be ignored
2. For placement of order, the OEM (Principal Firm) directly or through authorized dealers shall have successfully executed a contract for Anesthesia Machine of any Govt Hospital / Govt. organization/PSU/PPP Project/Reputed Private Multispeciality Hospital during previous 5 years. This period of 5 years shall be counted with respect to date of tender closing. Supplied Anesthesia Machine must have satisfactorily completed minimum 12 months in service. In this regard, Firms should submit a performance certificate issued by competent authority of that organization containing details as mentioned in the Annexure - "Performance Certificate Format" attached with the tender. Failure to submit documentary evidence in the required format will imply that firm has no such performance and the offer is liable to be ignored. In case tenderer participates as an authorized agent, then the performance as required above shall be that of the principal, authorizing the agent. It may so happen that the agent has credentials of past supply for a different Principal, but the same will not be considered as performance for placing the order in case of change of Principal.
3. Warranty Period shall be minimum 2 years or as per OEMs specification whichever is higher. OEM warranty certificates must also be submitted at the time of delivery of Goods.
4. Tender/Bid specific undertaking by the OEM/Bidder on its letter head that after expiry of warranty period, it will provide Comprehensive Annual Maintenance Service which shall include cost of preventive maintenance and servicing including cost of all kinds of spares & labour [Excluding Consumables] at the rate & terms as laid down in this tender/bid document must be submitted along with the offer failing which the offer is liable to be ignored. Performance Security of the successful bidder shall be forfeited and additional damages of 10% of the contract value shall be levied if the bidder fails to accept the CAMC contract when called upon by the buyer.
5. Bidders must attach a bid specific undertaking strictly containing all the details required as per the Annexure - "Undertaking Format" attached with the tender. In cases where the bidder has never been under suspension/De-listing/Debarment/De-registration/Blacklisting by GeM / Government departments / Public sector undertaking / Private Sector, Period shall be shown as "Nil" in then given format. Undertaking must contain the Name & Designation along with contact details [Phone No./Official Email id] of the signatory for validation purpose. Failure to submit this document in the required format/unfilled parameters may lead to rejection of the offer.
6. Bidder must submit a certificate issued by the OEM on its letterhead strictly containing all the details as mentioned in the Annexure - "Product Details" attached with the tender. In cases where there is no technical deviation, "Nil" must be mentioned in the Deviation table of the Annexure - "Product Details". Failure to submit this certificate in the required format/unfilled parameters may lead to rejection of the offer. No further claim of the bidder will be admissible in such cases.
7. Bidder must attach only relevant documents required to be submitted as per the above eligibility criteria and strictly under the appropriate fields/headers given. Documents/credentials requested under para "Buyer Added Bid Specific ATC" must be mandatorily uploaded under the header "Certificate (Requested in ATC)". For the purpose of offer evaluation, Railway reserves the right to ignore any such documents which have been uploaded under inappropriate fields/headers [For example: Documents requested under para "Buyer Added Bid Specific ATC" if uploaded under MSE category or MII document or any header other than "Certificate (Requested in ATC)" may get ignored for evaluation]. No claim/representation of the bidder shall be admissible in such cases.
8. Railway reserves the right to ignore offer of any such bidder who has faced cancellation/termination of contract with imposition of penalty/incident on account of unsatisfactory performance/execution of contract of any equivalent services/goods during the past 12 months. This period of 12 months shall be counted with respect to date of tender closing.
9. Railway reserves the right to validate authenticity of any document submitted by the bidder from its issuing authority. Contact details [Name/Designation/Official email/Mobile no.] of the issuing authority must be provided by the bidder failing which the offer will become liable for rejection.
10. Timely Servicing / rectification of defects during warranty period & CAMC period-Machine Down time should not be more than 10% of total no of days in a calendar year on pro-rata basis. Down time counter shall start on the date of any defect having been notified to the firm. Down time counter shall stop on the date of Joint Note released by the Consignor & the firm for rectification of the notified defects. After having been notified of the defects/service requirement during warranty/CAMC period, Seller has to attend the required Service / Rectification within 5 days time limit from the date of complaint. In case the down time exceeds the overall 10% range, a penalty of 0.5% of the contract value shall be charged as penalty for each week beyond 10% limit of down time. 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 reimburse the cost of such service / rectification to the Buyer.

3.10 Buyer Added Bid Specific ATC:

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

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.