

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687765855062

अनुबंध तिथि | Generated Date : 04-May-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/3480118](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रकार Type : State Autonomous मंत्रालय Ministry : - विभाग Department : Medical Education Department Uttar Pradesh संगठन का नाम Organisation Name : N/A कार्यालय क्षेत्र Office Zone : Lucknow	पद Designation : Incharge Common Equipment संपर्क नंबर Contact No. : 0522-2258880- ईमेल आईडी Email ID : buyer22.medup.up@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : King George Medical University, Shahmina Road, Chowk, Lucknow, LUCKNOW, UTTAR PRADESH-226003, 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 : VC kgmu वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : VC kgmu	Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : FO ईमेल आईडी Email ID : vinai.77354@gov.in जीएसटीआईएन GSTIN : N पता Address : King George Medical University, Shahmina Road, Chowk, Lucknow, LUCKNOW, UTTAR PRADESH-226003, India

विक्रेता विवरण Seller Details	
जेम विक्रेता आईडी GeM Seller ID : F7DD200001203947 कंपनी का नाम Company Name : NYUCEL WELLNESS PRIVATE LIMITED संपर्क नंबर Contact No. : 09773845666 ईमेल आईडी Email ID : nyucelwellnesspvtltd@gmail.com पता Address : Shop No. 325, Third Floor, Vardhman J P PLAZA, Plot No. 7, Sector 4,,Dwarka,Dwarka, South West delhi, DELHI-110075, - एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-DL-10-0003456 एमएसई सामाजिक श्रेणी MSE Social Category : ST एमएसई लिंग श्रेणी MSE Gender : Female जीएसटीआईएन GSTIN: 07AAGCN3009B1Z0 (R)	

*जिसके नाम के पक्ष में GST/TAX इनवाइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Buyer

वितरण निर्देश | Delivery Instructions : NA

#	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 I Lux Series LED Ot Light ब्रांड Brand : Xcellance Medical Technologies Pvt Ltd 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 : Shalya I Lux Series LED Ot Light (Q3) मॉडल Model: ilux 12 एचएसएन कोड HSN Code: HSN not specified by seller	1	pieces	500,000	NA	500,000
कुल ऑर्डर मूल्य Total Order Value (in INR)						500,000

परोक्षी विवरण Consignee Detail						
क्र.सं. S.No	परोक्षी 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 : buyer22.medup.up@gembuyer.in					

1	संपर्क Contact : 0522-2258880- जीएसटीआईएन GSTIN : - पता Address : King George Medical University, Shahmina Road, Chowk, Lucknow, LUCKNOW, UTTAR PRADESH-226003, India	Shalya I Lux Series LED Ot Light	-	1	04-May-2024	18-Jun-2024
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Product Specification for Shalya I Lux Series LED Ot Light

विनिर्देश Specification	उप-विनिर्देश Sub-Spec	मूल्य Value
Custom Specification	Custom Specification	Yes

व्यापक रखरखाव के लिए शुल्क | Comprehensive maintenance charges for Shalya I Lux Series LED Ot Light

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%	NA
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%	

विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:

1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/84/54/356/CatalogAttrs/SpecificationDocument/2023/2/20/2023_02_20_13_37_10_ilovepdf_merged-2023-02-20t1335_2023-02-20-13-37_e6d6d03be0ae8f8c3cd00b665d7c3ec3.pdf
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खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/558974/54/78/703/CatalogAttrs/SpecificationDocument/2023/5/22/specification_compressed_2023-05-22-16-07-25_9c27d559e71d5b7d8e668da4439ca46d.pdf
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सीएमसी के लिए अतिरिक्त खंड | Additional Clauses for CMC

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.

2.CMC charges to be indicated as percentage of cost of equipment quoted for each year after the warranty period.

3.GST shall be included in the CMC Charges quoted.

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.

5.The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user.

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.

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.

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.

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:

CMC charges for 1st year after warranty period- Percentage to be indicated- A1
CMC charges for 2nd year after warranty period- Percentage to be indicated- A2
CMC charges for 3rd year after warranty period - Percentage to be indicated- A3
CMC charges for 4th year after warranty period - Percentage to be indicated- A4
CMC charges for 5th year after warranty period - Percentage to be indicated- A5

Similarly, A6 to A10 are to be indicated for 6th to 10th year of CMC if applicable.

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.

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

(i) Number of years for which CMC required.
(ii) Number of years of product warranty

The formula for calculating total cost including CMC charges shall be as under:
Total Cost for evaluation=
 $C+C*((A1/100)/(1.10^n)+(A2/100)/(1.10^{n+1})+(A3/100)/(1.10^{n+2})+(A4/100)/(1.10^{n+3})+(A5/100)/(1.10^{n+4}))$ and so on
C - Cost for equipment quoted and n shall be number of years of product warranty specified.
If 2 year warranty specified, n shall be2 and if 5 year warranty specified, n shall be 5. A1,A2, A3, A4& A5shall depend on how many years CMC selected. For 3 yearCMC, only A1,A2 and A3 factors are to be taken into account and A4 and A5 will not be applicable.

8.4.CMC charges offered for each subsequent year should be same or higher than preceding year.

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.

मूल्य द्विभाजन एक्सेल फ़ाइल विवरण | Price Bifurcation Excel File details: [PRICE DETAILS](#)

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 Buyer Added Bid Specific ATC:

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

पुर्जों / उपभोग्य सामग्रियों के लिए प्रस्तावित मूल्य | Price Offered for Spares / Consumables:

[पुर्जों / उपभोग्य सामग्रियों के दस्तावेज़ लिंक के लिए प्रस्तावित मूल्य | Price Offered for Spares / Consumables Document link](#)

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.