

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687770727398

अनुबंध तिथि | Generated Date : 21-May-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/3903130](#)

संगठन विवरण   Organisation Details		खरीदार विवरण   Buyer Details	
प्रकार्य   Type :	Central Autonomous	पद   Designation :	STORE KEEPER CUM CLERK PC 4
मंत्रालय   Ministry :	Ministry of Health and Family Welfare	संपर्क नंबर   Contact No. :	0612-2451203-
विभाग   Department :	Department of Health and Family Welfare	ईमेल आईडी   Email ID :	buyer105.aiimsa.bh@gembuyer.in
संगठन का नाम   Organisation Name :	All India Institute of Medical Sciences (AIIMS)	जीएसटीआईएन   GSTIN :	10PTNA02781C1D9
कार्यालय क्षेत्र   Office Zone:	Patna	पता   Address :	AIIMS, Phulwarisarif, PATNA PIN-851507, PATNA, BIHAR-801507, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail		भुगतान प्राधिकरण विवरण   Paying Authority Details	
आईएफडी सहमति   IFD Concurrence :	No	Role:	PAO
प्रशासनिक अनुमोदन का पदनाम		भुगतान का तरीका	Offline
Designation of Administrative Approval:	Executive Director	Payment Mode:	
वित्तीय अनुमोदन का पदनाम	FINANCE & CHIEF ACCOUNT OFFICER (FINANCIAL)	पद   Designation :	MITHLESH KUMAR SINGH
Designation of Financial Approval :	E)	ईमेल आईडी   Email ID :	mksingh.dad@hub.nic.in
		जीएसटीआईएन   GSTIN :	-
		पता   Address:	AIIMS, Phulwarisarif, PATNA PIN-851507, Patna, BIHAR-801507, India

विक्रेता विवरण   Seller Details	
जेम विक्रेता आईडी   GeM Seller ID :	4907180000103975
कंपनी का नाम   Company Name :	RAUNAK ENTERPRISES
संपर्क नंबर   Contact No. :	09431033170
ईमेल आईडी   Email ID :	ravi@raunakenterprises.in
पता   Address :	Raunak Enterprises, East of Jagdish Chowk, Open Mind Birla School Road,,Brahmpur, Jaganpura,, PATNA, BIHAR-800027, -
एमएसएमई सत्यापिता   MSME verified :	No
एमएसएमई पंजीकरण संख्या   MSME Registration number :	UDYAM-BR-26-0003101
एमएसई सामाजिक श्रेणी   MSE Social Category :	General
एमएसई लिंग श्रेणी   MSE Gender :	Female
जीएसटीआईएन   GSTIN:	10BGUPS7371B1Z9 (B), (M), (R), (B), (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 : Battery 18AH-12V with buyback ब्रांड   Brand : AMARON-QUANTA 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 चतुर्धारा   Category Name & Quadrant : BOQ (Q3) मॉडल   Model: 12AL018 WITH BUY BACK एमएसएन कोड   HSN Code: 85072000	32	pieces	1,800	NA	57,600
2	उत्पाद का नाम   Product Name : Battery 26AH-12V with buyback ब्रांड   Brand : AMARON-QUANTA 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 चतुर्धारा   Category Name & Quadrant : BOQ (Q3) मॉडल   Model: 12AL026 WITH BUY BACK एमएसएन कोड   HSN Code: 85072000	8	pieces	2,100	NA	16,800
3	उत्पाद का नाम   Product Name : Battery 42AH-12V with buyback ब्रांड   Brand : AMARON-QUANTA 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 चतुर्धारा   Category Name & Quadrant : BOQ (Q3) मॉडल   Model: 12AL042 WITH BUY BACK	75	pieces	2,900	NA	217,500

	एचएसएन कोड HSN Code: 85072000					
4	उत्पाद का नाम  Product Name : Battery 65AH-12V with buyback ब्रांड Brand : AMARON-QUANTA ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM वेसेल बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्धारा Category Name & Quadrant : BOQ (Q3) मॉडल Model: 12AL065 WITH BUY BACK एचएसएन कोड HSN Code: 85072000	64	pieces	4,000	NA	256,000
5	उत्पाद का नाम  Product Name : Battery 120AH-12V with buyback ब्रांड Brand : AMARON-QUANTA ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM वेसेल बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्धारा Category Name & Quadrant : BOQ (Q3) मॉडल Model: 12AL120 WITH BUY BACK एचएसएन कोड HSN Code: 85072000	26	pieces	7,550	NA	196,300
कुल ऑर्डर मूल्य   Total Order Value (in INR)						744,200

#### परेषिती विवरण | Consignee Detail

क्र.सं.   S.No	परेषिती   Consignee	वस्तु Item	लॉट नंबर  Lot No.	मात्रा Quantity	दिनोंके 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 : buyer28.aiimsa.bh@gembuyer.in संपर्क Contact : 8544-423536- जीएसटीआईएन GSTIN : N पता Address : AIIMS, Phulwarisarif, PATNA PIN-851507, PATNA, BIHAR-801507, India	Battery 18AH-12V with buyback	-	32	21-May-2024	18-Jun-2024
		Battery 26AH-12V with buyback	-	8	21-May-2024	18-Jun-2024
		Battery 42AH-12V with buyback	-	75	21-May-2024	18-Jun-2024
		Battery 65AH-12V with buyback	-	64	21-May-2024	18-Jun-2024
		Battery 120AH-12V with buyback	-	26	21-May-2024	18-Jun-2024

#### विवरण|Specification1

[विशेषता दस्तावेज| Specification Document](#)

[क्रेता बीओव्यू दस्तावेज| Buyer BOQ Document](#)

[बीओव्यू विशेषता और सहायक दस्तावेज का अनुपालन|Compliance of BOQ Specification And Supporting Document](#)

**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.

**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.

#### विवरण|Specification2

[विशेषता दस्तावेज| Specification Document](#)

[क्रेता बीओव्यू दस्तावेज| Buyer BOQ Document](#)

[बीओव्यू विशेषता और सहायक दस्तावेज का अनुपालन|Compliance of BOQ Specification And Supporting Document](#)

**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.

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responsible for providing genuine replacement supplies.

### विवरण | Specification3

[विशेषता दस्तावेज | Specification Document](#)

[क्रेता बीओक्यू दस्तावेज | Buyer BOQ Document](#)

[बीओक्यू विशेषता और सहायक दस्तावेज का अनुपालन | Compliance of BOQ Specification And Supporting Document](#)

**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.

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### विवरण | Specification4

[विशेषता दस्तावेज | Specification Document](#)

[क्रेता बीओक्यू दस्तावेज | Buyer BOQ Document](#)

[बीओक्यू विशेषता और सहायक दस्तावेज का अनुपालन | Compliance of BOQ Specification And Supporting Document](#)

**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.

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### विवरण | Specification5

[विशेषता दस्तावेज | Specification Document](#)

[क्रेता बीओक्यू दस्तावेज | Buyer BOQ Document](#)

[बीओक्यू विशेषता और सहायक दस्तावेज का अनुपालन | Compliance of BOQ Specification And Supporting Document](#)

**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.

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### ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	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. 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 Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.

2.2 If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.

### 2.3 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.

### 2.4 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.

### 2.5 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 %.

### 2.6 Warranty:

Warranty period of the supplied products shall be 3 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.

### 2.7 Service & Support:

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

### 2.8 Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

### 2.9 Service & Support:

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

### 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:

For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.

### 2.12 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.

### 2.13 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 Turnover:

**OEM Turn Over Criteria:** The minimum average annual financial turnover of the OEM of the offered product 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 OEM 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. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

### 2.15 Generic:

**OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 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 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

### 2.16 Generic:

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

### 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 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

Executive Director, AIIMS Patna

A/C (Name of the Seller). 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 Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

### 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.

## 2.21 *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.

## 2.22 *Buyer Added Bid Specific ATC:*

Buyer Added text based ATC clauses

- Bidders are advised to quote the final price of each item taking into consideration the buyback of every item.
- The quantity of the buyback items are same as required quantity.
- Bidders are advised to upload the required certification in compliance of the specifications.

- The vendor will be responsible for the uninstallation of Buyback items.
- All the relevant rules and regulations applicable on Buyback items shall be strictly followed by the vendor.

**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.