अनुबंध|Contract



अनुबंध क्रमांक | Contract No: GEMC-511687708416271 अनुबंध तिथि | Generated Date : 30-May-2024

बोली/आरए/पीबीपी संख्या|Bid/RA/PBP No.: <u>GEM/2024/B/4829499</u>

संगठन विवरण|Organisation Details

प्ररूप|Type: Central Government मंत्रालय|Ministry: Ministry of Railways विभाग | Department : Indian Railways संगठन का नाम|Organisation Name : South East Central Railway

कार्यालय क्षेत्र|Office Zone: HQ NEW GENERAL MANAGER SECR खरीदार विवरण|Buyer Details

SMM Carriage and Wagon HQ SECR पद | Designation :

संपर्क नंबर|Contact No. : -9752475760-

ईमेल आईडी|Email ID : buyer19.mr.cg@gembuyer.in

जीएसटीआईएन|GSTIN:

New General Manager, South East Central Railway, पता|Address:

BILASPUR, CHHATTISGARH-495004, India

निरीक्षण का प्रकार | Type of Inspection: Pre

गुणवत्ता आश्वासन योजना के लिए कृपया बोली देखें|For Quality Assurance Plan please refer to the

bid GEM/2024/B/4829499

निरीक्षण एजेंसी / प्राधिकरण | Inspection Agency/ Authority: RITES

वित्तीय स्वीकृति विवरण|Financial Approval Detail

आईएफडी सहमति|IFD Concurrence :

प्रशासनिक अनुमोदन का पदनाम|

Designation of Administrative Approval:

MD/CH/BSP

वित्तीय अनुमोदन का पदनाम|

PFA/SECR Designation of Financial Approval:

भुगतान प्राधिकरण विवरण|Paying Authority Details

CONSIGNEE

विक्रैता विवरण|Seller Details

जेम विक्रैता आईडी|GeM Seller ID : E274180000543423 कंपनी का नाम|Company Name : Medico Surgicals संपर्क नंबर|Contact No.: 09425220135 ईमेल आईडी|Email ID : rmebilaspur@gmail.com

49-50,49-50,M V Market,Telipara, पता| Address : Bilaspur, CHHATTISGARH-495001, -

एमआईआई स्थिति| MII Status : True एमएसएमई सत्यापित|MSME verified : No

एमएसएमई पंजीकरण संख्या|MSME Registration number : UDYAM-CG-02-0005098

एमएसई सामाजिक श्रेणी|MSE Social Category : General एमएसई लिंग श्रेणी|MSE Gender : Male

जीएसटीआईएन|GSTIN: 22AACPW7269H1ZE (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 : Allengers C ARM FLUOROSCOPE with Motorized mechanical motion ब्रांड Brand : Allengers 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 चतुर्थाश Category Name & Quadrant : C Arm Fluoroscope X - Ray Machine (Q2) मॉडल Model: ALLENGERS HF 59R एचएसएन कोड HSN Code: HSN not specified by seller	1	pieces	3,780,000	NA	3,780,000
कल	कल ऑर्डर मल्य Total Order Value (in INR)					3.780.000

निरीक्षण अधिकारी|Inspection Officer:

नाम Name: Central Region Inspection Officer, 50, EXPANSION BUIDING, BHILAI STEEL PLANT AREA BHILAI -490001

ईमेल|E-mail: crinspn@rites.com संपर्क|Phone: +91-788-2227304

Place of Inspection:

पता|Address: 49/50, M.V. Market, Old Bus Stand, Telipara Road, Bilaspur (CG)

नाम|person name: Raghav Wadhi

Type of Image Intensifier	9 " triple Field
Number of Monitors provided on/with	· ·
intensifier system	Single monitor with dual image display
Type of monitor to be provided with intensifier system	LCD
Size of Monitors in inch	30-32
Type of Collimator controlled	Fixed Collimation Slot
Type of Camera	CMOS Camera
Camera Resolution in pixels	1K x 1K
Acquisition of Camera	16 bits
Contrast ratio of intensifier unit	10:1 to 30:1
Image storage capacity in images	20000 to 50000
Image reversal	Yes
Zoom function available	2x
Monitor with trolley	Yes
Sterile covers for C-Arm/X-Ray tube/ Image Intensifier	Yes
DICOM Compatibility	Yes
The system should be ready to connect with HIS/ PACS	Yes
Data transfer	Both USB and CD?DVD
Lead Aprons - Full body and Skirt type	(0.5pb) 4 number each
No of Thyroid shield and Gonald Shield	4 number each
Radiation/Fuoro Exposure delivery Switch	Hand Switch and Foot Switch
Display of mA, KV and other safety features on C - arm Console	Yes
Radiography through Cassette with holder	No
Size of Cassette holder provided (for radiographic mode) in inch x inch	Not provided
Patient demographic detail entry facility	Yes
Upgradable option to digital substration of angigraphy and peripheral angiography	No
"Automatic image parameter selection with capability of switching on to manual selection"	Yes
Operating temperature & humidity	0 to 25 deg C and relative humidity of 15-90%
Type of Power Supply	Single phase, 220- 240 Vac, 50Hz-16 Amps Socket
UPS Availability	Built in
UPS backup time in minutes	15
Servo Stabilizer supplied	No
Rating of Servo Stabilizer	Not provided
User/Technical/Maintenance manuals to be supplied in English in hard and soft copy	Yes
Installation, Demonstration and training to be provided at consignee end	Yes
The Principal Manufacturer Must Have Direct Presence/approved service center In India	Yes
Warranty (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)	2
QA, QC and other tests as per NABH shall be carried out by OEM or authorized agency of OEM	Yes
Confirmity to Manufacturing Standards	Both ISO and ICMED
Certification number and date	14- TA-21020 Dated. 24.11.2017

Performance Parameters

Reports	Copies of all calibration and test reports and	
	certifications to be submitted at the time of	Ves

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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	8%		
CMC charges for 2 nd year after warranty period in % of cost of equipment	8%		
CMC charges for 3 rd year after warranty period in % of cost of equipment	9%		
CMC charges for 4 th year after warranty period in % of cost of equipment	9%	NA	
CMC charges for 5 th year after warranty period in % of cost of equipment	10%		
CMC charges for 6 year after warranty period in % of cost of equipment	10%		
CMC charges for 7 year after warranty period in % of cost of equipment	10%		

सीएमसी के लिए अतिरिक्त खंड|Additional Clauses for CMC

Supply of Machine

- 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- ${\sf A3}$
 - 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 including CMC and then show the interseranking 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=

- $C+C*\{(A1/100)/(1.10^n)+(A2/100)/(1.10^n+1)+(A3/100)/(1.10^n+2)+(A4/100)/(1.10^n+3)+(A5/100)/(1.10^n+4)\}\ and\ so\ on\ (A3/100)/(1.10^n+3)+(A3/10$
- $\label{eq:cost} \textbf{C} \textbf{Cost for equipment quoted and n shall be number of years of product warranty specified}.$
- 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. For3 yearCMC, only A1,A2 and A3 factors are to be taken into account and A4 and A5 will not be applicable.
- ${\bf 8.4.CMC\ charges\ offered\ for\ each\ subsequent\ year\ should\ be\ same\ or\ higher\ than\ preceding\ year.}$
- 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.

ईपीबीजी विवरण ePBG Detail	
सलाहकार बैंक Advisory Bank :	State Bank of India

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 21-10-2022

- 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.
 - 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 transhipment (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 Scope of Supply

Scope of supply (Bid price to include all cost components): Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

3.3 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

The firm should provide 05 Lead Apron with Thyroid Guards.

The equipment should have a warranty of minimum 36 (Thirty Six) months from the date of commissioning. 02 (two) preventive maintenance per year in addition to all break do wn call during the warranty period.

Material should be supplied and installed and commissioned at the site.

The firm should provide user manual and arrange training at the time of installation. Expected life of the machine/equipment: Reagents and consumable to be made available for the entire service life of the machine. Downtime for the equipment should not exceed 36 hrs during the warranty period. It should be duly certified by the firm in Letter Head with proper Seal and Sign. Inspection By RITES at OEM premises. Firm shall clearly indicate the address of inspection in offer. Firm to must agree for provision of CAMC for Seven years after warranty. The firm should submit a list of users of the equipment to whom he has supplied along with performance certificate from at least 02 (two) Railway / Govt. Sector/ State/Accredite d Institutions of national or international repute. Post-sale authorized service center should not be more than 500 km from Bilaspur- 495004. The firm should provide Product Catalogue of OEM/Manufacturer and the model quoting in the Bid for verification of our Technical Specifications. The firm should provide Compliance Sheet. Firm should provide 150 disposable C-Arm Cover. Only OEM or its authorized dealers are eligible to participate. Authorized dealer shall attach tender specific authorization along with offer. EMD shall be submitted as per bid clause. Traders cannot claim exemption on EMD on grounds of MSE as per GeM EMD clause. Deviation if any from required specification as attached in ATC document shall be clearly mentioned with offer. Firm shall carefully read and submit offer as per specification attached with bid in ATC document. Firm shall provide all accessories as per specification attached in ATC document. Warranty/guarantee certificate and test report to be submitted at the time of delivery. Firm must upload the certificate, mentioning the percentage of local content in the material being offered. Please enter 0 for fully imported items, and 100 for fully indigenous ite ms. The definition and calculation of local content shall be in accordance with the Make in India policy. The firm has to certify that the item offered meets the minimum local cont ent and shall give details of the locations at which the local value addition is made. If firm don't upload any requisite certificate along with bid, their offer will be summarily rejected. If any conflict was found with other bid condition mentioned anywhere in bid do cument then above nineteen conditions will prevail. 3.4 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 प्रिट 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.