

Contract



Contract No: GEMC-511687713257380

Generated Date: 16-Sep-2022

Bid/RA/PBP No.: [GEM/2022/B/2139908](#)

Organisation Details	Buyer Details
Type: Central Autonomous	Designation: STOREKEEPER02
Ministry: Ministry of Health and Family Welfare	Contact No.: 9550-381709-
Department: Department of Health and Family Welfare	Email ID: buyer78.aiimsa.ap@gembuyer.in
Organisation Name: All India Institute of Medical Sciences (AIIMS)	GSTIN: 37AAHAA4036G1D7
Office Zone: Vijayawada Andhra Pradesh	Address: 4th Floor, Nursing College Campus, All India Institute of Medical Sciences, Old TB Sanatorium Road, Mangalagiri, GUNTUR, ANDHRA PRADESH-522503, India

Financial Approval Detail	Paying Authority Details
IFD Concurrence: No	Payment Mode: Offline
Designation of Administrative Approval: Director	Designation: Cashier01
Designation of Financial Approval: Director	Email ID: pay1.aiims.bza@gembuyer.in
	GSTIN: 37AAHAA4036G1D7
	Address: AIIMS Campus, Near Tadepalli - Atmakuru Mangalagiri, Guntur District, Guntur, ANDHRA PRADESH-522503, India

Seller Details	
GeM Seller ID:	4900180000650643
Company Name:	OCEAN HEALTHCARE INDUSTRIES
Contact No.:	09814305456
Email ID:	healthcareocean@gmail.com
Address:	208, SWASTIK VIHAR, PATIALA ROAD, ZIRAKPUR (CHANDIGARH), MOHALI, PUNJAB-140603, -
MSME verified:	Yes
MSME Registration number:	PB20A0017849
GSTIN:	03AAGP09124P1ZB

*GST / Tax invoice to be raised in the name of - Buyer

Product Details						
#	Item Description	Ordered Quantity	Unit	Unit Price (INR)	Tax Bifurcation (INR)	Price (Inclusive of all Duties and Taxes in INR)
1	Product Name : SLIM-50 CTG Machine (Cardio Tocography) -Fetal Monitor Trolley mounted 2144 hrs storage memory Brand : SLIM-50 Brand Type : Registered Brand Catalogue Status : OEM verified catalogue Selling As : OEM Category Name & Quadrant : CTG Machine (Cardio Tocography) -Fetal Monitor (Q3) Model: FETAL CURE HSN Code: 9018	6	pieces	77,780	NA	466,680
Total Order Value (in INR)						466,680

Consignee Detail						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: buyer78.aiimsa.ap@gembuyer.in Contact: 9550-381709- GSTIN: 37AAHAA4036G1D7 Address: 4th Floor, Nursing College Campus, All India Institute of Medical Sciences, Old TB Sanatorium Road, Mangalagiri, GUNTUR, ANDHRA PRADESH-522503, India	SLIM-50 CTG Machine (Cardio Tocography) -Fetal Monitor Trolley mounted 2144 hrs storage memory	-	6	16-Sep-2022	01-Oct-2022

Product Specification for SLIM-50 CTG Machine (Cardio Tocography) -Fetal Monitor Trolley mounted 2144 hrs

storage memory

Specification	Sub-Spec	Value
GENERAL FEATURES	Product description	CTG Machine (Cardio Tocography)-Fetal Monitor
	Type	Trolley mounted
	Clinical purpose	For recording and analyzing the Fetal Heart Rate (FHR) and contractions of uterus during antepartum and intrapartum period
PRODUCT & FUNCTIONAL REQUIREMENTS	Advanced digital signal process	Yes
	Toco and Maternally sensed fetal movements are detected both manually	Yes
	Facility of twin monitoring	Yes
	Display of FHR upto twins FHR1, FHR2 and Toco	Yes
	Heart rate offset mode to visually distinguish between the heart rates of twins with ability to offset the secondary FHR by atleast 20bpm	Yes
	Capable to simultaneously provide integrated fetal heart rate (FHR) and Uterine activity	Yes
	Blinking correspondence to each beat	Yes
	In-built / Separate Acoustic Stimulator with a separate marker on the graph for acoustic stimulators	Yes
	Ultrasound transducer for measuring fetal heart rate with auto correlation	Yes
	Pulse Doppler transducer frequency (MHz)	=< 1.5
	Pulse Doppler with 7 to 9 elements/crystal design for better sensitivity	6 to 9
	Transducer should be waterproof	Yes
	Fetal Heart Rate measurements Range (BPM)	30 to 240
	FHR measurement tolerance (BPM)	+/-1
	Intensity of ultrasound transducer(mW/Sq Cm)	4.3
	User adjustable audio visual alarm for fetal heart rate (FHR)	Yes
	High alarm range (bpm)	160 to 180
	Low alarm range (bpm)	90 to 120
	Auto timer for NST tracing	Yes
	External Toco transducer unit, sealed waterproof and designed with guard ring to reduce maternal respiration artifact	Yes
	Strain gauge sensor element for measuring uterine tone contraction	Yes
	Toco Transducer measurement range, (Units)	0 to 100
	Resolution for transducer measurement, (Units)	+/-1
	Recorder for Fetal Heart Rate and Uterine contractions	Yes
	Computerized trace interpretation should be provided for antepartum monitoring of high risk pregnancies	Yes
	Digital display or waveform of Tabular/Graphical data of the patient containing the details viz Patient Name, ID, date and time for minium of 24 hours	Yes
	Suitable trolley with castor wheels, cover and locking facility with provision for parking the transducer etc	Yes
Size (LxWxH) (mmxmmxmm)	296X307X101	
Weight (Kg)	4	
ELECTRICAL REQUIREMENTS	Power supply	220+/-10% V, 50/60 Hz, AC Single phase
	Input power (Watts)	100
	In-built rechargeable battery	Yes
	Type of battery	Li-ion
	Battery back up (hrs)	3
	Auto power off when machine is not in use for more than a preset time (minutes)	Yes
	Colour screen monitor type	LCD
	Flat panel display, tiltable and foldable	Yes

USER INTERFACE	Touch screen display	No
	Display monitor size (inch)	10-12
	Built-in Printer to print patient data & Test Results	Yes
	Type of printer	High resolution Thermal printer
	Selectable Print speed for real time traces (Cm/minute)	1,2,3
	Print media	Z folded Thermo sensitive paper
	Print media sheet size (mmxmm)	112
	Patient data storage and trend graph for 48 to 72 hrs with fast printing facility of stored data	Yes
	Fast print speed for printing stored data (Cm/minute)	8
	FHR Chart printing width (mm)	103
	Toco Chart printing width (mm)	14
	Memory for storage of records (hrs)	2144
	Machine should be compatible with wireless connection system for central monitoring	Yes
	Machine should be compatible with wired connection system for central monitoring	Yes
	LIST OF ACCESSORIES	FHR probe (No)
TOCO probe (No)		1
Event Marker (No)		1
Fetal Simulator (No)		1
Probe belt (No)		3
Ultrasound gel (No)		10
Power Cable (No)		1
Compatible size of z folded thermal sensitive continuous paper in packets of 150 sheets each (Number of Packets)		20
PACKING MODE	The product is packed individually in a box with all its accessories in such a way that there will be no damage during transportation	Yes
ENVIRONMENTAL CONSIDERATIONS	Storage conditions	Temperature -10 deg C to 40 deg C, RH not more than 85%
	Work or usage environment	Temperature 5 deg C to 40 deg C, RH not more than 85%
CERTIFICATIONS & REPORTS	Submission of Test Report from Central Govt/NABL/ILAC accredited Lab to prove the conformity to declared specification to the buyer on demand	YES
	Product certification	EU-CE
	Four digit number of notified body If product is EU-CE certified	1906
	Certificate No	CE-1906
	Certificate date	18.11.2021
	Certificate issuing authority	UK CERTIFICATION LTD
	Certification, performance and safety standards specific to the device	IEC-60601-1
	Submission of all the certifications and test reports to the buyer on demand	Yes
INSTALLATION & TRAINING	Supplier to perform installation, safety and operation checks before handover	Yes
	Installation of machine required and to provide onsite service to end user	Yes
	Training of users in operation and basic maintenance shall be provided	Yes
WARRANTY & MAINTENANCE	Warranty in Years (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)	3
	User technical and maintenance manual detailing complete maintaining schedule with routine maintenance should be provided	Yes
	Contact details of manufacturer, supplier and local service agent to be provided	Yes

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 Authorised Service Centre within the state of Odisha, along with a dedicated contact person with telephone number for technical solution in a fast track basis at this institution as and when required basis.
- 2.2 Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
- 2.3 If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
- 2.4 Make in india specific authorisation certificate needs to be enclosed.

2.5 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.

2.6 Generic:

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address 4th floor nursing college building AIIMS Mangalagiri Guntur Dt AP 522503.

2.7 Generic:

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

2.8 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 %.

2.9 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.

2.10 Generic:

End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

2.11 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.

2.12 Generic:

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

2.13 Generic:

IT equipment shall be IPv6 ready from day one.

2.14 Generic:

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

2.15 Generic:

Non return of Hard Disk: As per Buyer organization's Security Policy, Faulty Hard Disk of Servers/Desktop Computers/ Laptops etc. will not be returned back to the OEM/supplier against warranty replacement.

2.16 Generic:

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

2.17 Generic:

Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

2.18 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.

2.19 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.

2.20 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)

2.21 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.

2.22 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.

2.23 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.

2.24 Purchase Preference (Centre):

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 15% of total value.

2.25 Purchase Preference (Centre):

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

2.26 Service & Support:

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

2.27 Service & Support:

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

2.28 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) By concerned Department

Post Receipt Inspection at consignee site before acceptance of stores:By concerned Department

2.29 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.

2.30 Certificates:

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

2.31 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.

2.32 Warranty:

Warranty period of the supplied products shall be as given in specifications 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.

2.33 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.

2.34 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 5 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.

2.35 Past Project Experience:

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

2.36 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

1. The Bidders are requested to forward Original/Self attested OEM Authorized certificates and Ink signed Original MII Local Content declaration as per Public Procurement (MII) Policy, 2017 to the consignee during supply of goods.
2. Payment would be progressed only upon receipt of the Original Documents.
3. GST, PAN & Brochure should be submitted.
4. CMC Should be applicable after the purchase, if necessary by the Concerned Department.
5. Should match given specifications.

2.37 Buyer Added Bid Specific ATC:

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

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.