

Contract



Contract No: GEMC-511687761894977

Generated Date: 17-Sep-2022

Bid/RA/PBP No.: [GEM/2022/B/1984841](#)

Organisation Details Type: Central Autonomous Ministry: Ministry of Health and Family Welfare Department: Department of Health and Family Welfare Organisation Name: All India Institute of Medical Sciences (AIIMS) Office Zone: Vijayawada Andhra Pradesh	Buyer Details Designation: STOREKEEPER02 Contact No.: 9550-381709- Email ID: buyer78.aiimsa.ap@gembuyer.in GSTIN: 37AAHAA4036G1D7 Address: 4th Floor, Nursing College Campus, All India Institute of Medical Sciences, Old TB Sanatorium Road, Mangalagiri, GUNTUR, ANDHRA PRADESH-522503, India
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Financial Approval Detail IFD Concurrence: No Designation of Administrative Approval: Director Designation of Financial Approval: Director	Paying Authority Details Payment Mode: Offline Designation: Cashier01 Email ID: pay1.aiims.bza@gembuyer.in GSTIN: 37AAHAA4036G1D7 Address: AIIMS Campus, Near Tadepalli - Atmakuru Mangalagiri, Guntur District, Guntur, ANDHRA PRADESH-522503, India
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Seller Details GeM Seller ID: 7E61180000589444 Company Name: A.P.H.Medical Systems Contact No.: 09810393782 Email ID: aphmedical@gmail.com Address: 1933 GROUND FLOOR,KATRA ARGARA,NARAIN BAZAR,CHANDNI CHOWK, Central Delhi, DELHI-110006, - MSME verified: Yes MSME Registration number: UDYAM-DL-04-0001837 MSE Social Category: General MSE Gender: Male GSTIN: 07BJNPS3987H1ZE	
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*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 : COBETT SKING GRAFTING HANDLE Brand : APH Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM Category Name & Quadrant : COBETT SKING GRAFTING HANDLE (Q3) Model: 1-02-004-01 HSN Code: 9018	2	pieces	112,000	NA	224,000
Total Order Value (in INR)						224,000

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	COBETT SKING GRAFTING HANDLE	-	2	17-Sep-2022	02-Oct-2022

Product Specification for COBETT SKING GRAFTING HANDLE		
Specification	Sub-Spec	Value

Custom Specification	Custom Specification	Yes
<p>Seller Specification Document:</p>		
1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/05/55/225/CatalogAttrs/SpecificationDocument/2022/4/16/2022_04_16_14_45_33_specification_cobbett_2022-02-2_2022-04-16-14-45-36_a48d85a32625e24b1159e86f6eddfa4.pdf	
<p>Buyer Specification Document:</p>		
1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/666335/54/78/703/CatalogAttrs/SpecificationDocument/2022/2/23/specification_cobbett_2022-02-23-17-53-08_3241839000b5ec432bdb1eb87bfb9e7.pdf	
<p>Corrigendum</p> <ol style="list-style-type: none"> 1. Extended Upto : 2022-04-08 15:00:00 2. Extended Upto : 2022-04-19 11:00:00 3. Extended Upto : 2022-05-02 09:00:00 		
<p>Terms and Conditions</p>		
<p>1. General Terms and Conditions-</p> <ol style="list-style-type: none"> 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 <p>2. Buyer Added Bid Specific Terms and Conditions-</p> <ol style="list-style-type: none"> 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 Make in india specific authorisation certificate needs to be enclosed. 2.4 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. 2.5 Generic: Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address AIIMS Mangalagiri Nursing college building mangalagiri Guntur District Andhra Pradesh. 2.6 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. 2.7 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 %. 2.8 Generic: Consortium: In case of Contracts, wherein the seller alone does not have necessary expertise, the seller can form consortium with other sellers for submission of the bid, with one of the consortium company as leader. However, each and every member of the consortium shall be equally responsible for the complete execution of the project contract. An undertaking to this effect is to be uploaded with bid. 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: 		

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.

2.13 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.

2.14 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.

2.15 Generic:

OPTIONAL SITE VISIT:

1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder. yes

2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.

3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

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 Generic:

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

2.18 Generic:

The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price: yes.

2.19 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.

2.20 Generic:

The seller is required to print logo as per buyer's requirement.

2.21 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.

2.22 Generic:

WORLD BANK TERMS AND CONDITIONS: Special Terms and Conditions as defined by world bank at [click here](#) will also be applicable. **APPLICABLE ONLY IN CASE OF WORLD BANK FUNDED PROJECTS.**

2.23 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.

2.24 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.

2.25 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)

2.26 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.

2.27 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.

2.28 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.

2.29 Purchase Preference (Centre):

Indian suppliers of this item are not allowed to participate and/ or compete in procurement by some foreign governments. Bidders / products from such countries are not eligible / not allowed to participate in this bid in terms of clause 1 (d) of Public Procurement (Preference to Make in India) Order, 2017

2.30 Purchase Preference (Centre):

Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through Udyog Aadhaar for that product category. If the bidder wants to avail the reservation benefit, 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.

2.31 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 20% of total value.

2.32 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-20013/2/2017-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.

2.33 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.

2.34 Service & Support:

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

2.35 Service & Support:

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

2.36 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

2.37 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.

2.38 Certificates:

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

2.39 Certificates:

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

2.40 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.

2.41 Warranty:

Warranty period of the supplied products shall be 1 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.

2.42 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.

2.43 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 7 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.

2.44 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.

2.45 Past Project Experience:

The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:

- (i) Single order of at least 35% of estimated bid value; or
- (ii) Two orders of at least 20% each of estimated bid value; or
- (iii) Three orders of at least 15% each of estimated bid value.

Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion

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