

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687702312098

अनुबंध तिथि | Generated Date : 29-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4477050](#)

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्रकार   Type : Central Government मंत्रालय   Ministry : Ministry of Railways विभाग   Department : Indian Railways संगठन का नाम   Organisation Name : South Eastern Railway कार्यालय क्षेत्र   Office Zone: South Eastern Railway	पद   Designation : AMM ELS BNDM संपर्क नंबर   Contact No. : 977-7582770- ईमेल आईडी   Email ID : vaishishk.kumar@gov.in जीएसटीआईएन   GSTIN : - पता   Address : Office of the AMM , Electric Loco Shed, Bondamunda, SUNDERGARH, ODISHA-770032, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail	भुगतान प्राधिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: DRM/CKP वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : SR DFM/CKP	Role: BUYER भुगतान का तरीका   Payment Mode: Railways पद   Designation : AMM ELS BNDM ईमेल आईडी   Email ID : vaishishk.kumar@gov.in जीएसटीआईएन   GSTIN : - पता   Address: Office of the AMM , Electric Loco Shed, Bondamunda, ROURKELA, ODISHA-770032, India

विक्रेता विवरण   Seller Details
जेम विक्रेता आईडी   GeM Seller ID : 827D200001082001 कंपनी का नाम   Company Name : ASHOK ENTERPRISES संपर्क नंबर   Contact No. : 09643334880 ईमेल आईडी   Email ID : gem2.niscomed@gmail.com पता   Address : 400, Bagh Kade Khan, Opp. Community Centre, Padam Nagar, Delhi, DELHI-110007, - एमएसएमई सत्यापित   MSME verified : Yes एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-DL-04-0003013 एमएसई सामाजिक श्रेणी   MSE Social Category : General एमएसई लिंग श्रेणी   MSE Gender : Male जीएसटीआईएन   GSTIN: 07AABPN5706D122

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

वितरण निर्देश | Delivery Instructions : Delivery Address:- Chief Medical Superintendent, Bondamunda Railway Hospital AT/PO- Bondamunda , Dist- Sundargarh, ODISHA, PIN-770032 Mob No- 9668725485, 9777582529 Mail ID- acmsbndmser@gmail.com

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 : niscomed Automatic External Defibrillator (AED) with warranty of 5 years, [With provision of free replacement of Battery during warranty period] ब्रांड   Brand : niscomed ब्रांड प्रकार   Brand Type : Registered Brand कैटलॉग की स्थिति   Catalogue Status: OEM verified catalogue कैसे बेचा जा रहा है   Selling As : OEM श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : Automatic External Defibrillator (AED) (Q2) मॉडल   Model: AED-VIEW एचएसएन कोड   HSN Code: HSN not specified by seller	1	pieces	95,199	NA	95,199
कुल ऑर्डर मूल्य   Total Order Value (in INR)						95,199

परोक्षि विवरण   Consignee Detail						
क्र.सं.   S.No	परोक्षि   Consignee	वस्तु   Item	लॉट नंबर   Lot No.	मात्रा   Quantity	दिनांक के बाद डिलीवरी शुरू करना है   Delivery Start After	वितरण पूरा कब तक करना है   Delivery To Be Completed By

1	<p>पद   Designation :-  ईमेल आईडी   Email ID : sangaanita.9@gov.in  संपर्क   Contact :-  जीएसटीआईएन   GSTIN :-  पता   Address : Sub-Divisional Railway Hospital/ Bondamunda, Sector-C,  District: Sundargarh State: Odisha Pin: 770032,  SUNDERGARH, ODISHA-770032, India</p>	<p>niscomed Automatic  External Defibrillator  (AED) with warranty of 5  years, [With provision of  free replacement of  Battery during warranty  period]</p>	-	1	29-Mar-2024	13-Apr-2024
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**Product Specification for niscomed Automatic External Defibrillator (AED) with warranty of 5 years, [With provision of free replacement of Battery during warranty period]**

विनिर्देश   Specification	उप-विनिर्देश   Sub-Spec	मूल्य   Value
Product Configuration	Clinical Purpose	Automatic external defibrillator should be fully automated, using biphasic technology as per manufacturer recommendations energy level (joules) to deliver shock energy, complying with latest guidelines of AHA and must be upgraded to any future changes.
	Display	AED have an LCD screen that display text prompts & ECG on screen
	Alarms/Prompts:	Must provide both visual and audible prompts on CPR complying with latest AHA guidelines.
	Construction:	Compact, light weight, portable with easily identifiable ON/OFF switch and preferably with a handle to carry
	IPX rating for dust & water protection:	IP55 or better
Power	Power Source:	AED shall be battery operated
	Battery:	AED Battery shall be non rechargeable, disposable and easily replaceable battery.
	Battery Life:	Standby life of AED battery shall be of >= 4 years, sufficient for eight hours of monitoring or minimum 100 shocks
Accessories	Disposable electrode pads:	Adult Disposable Electrode Pads - 2 nos. and Paediatric Disposable electrode pads - 2 Nos. are to be supplied for each unit of AED. If the Buyer demands, Seller shall supply total 4 nos. of Disposable Electrode Pads suitable for Adult /Paediatric patients as per the requirement of the Buyer.
Certification & Warranty	Warranty of AED:	5 years, [With provision of free replacement of Battery during warranty period]
	Shelf life of Disposable electrode pad:	Two Years (if unused)
Operating Conditions & Certification	Operating Temperature:	0 degree to 50 degree C
	Operating Humidity:	12% to 90% RH, non condensing
	Operating Altitude:	100 to 15000 ft or above
	Certification	US FDA approved,ICMED 13485 plus

**खरीदार परिभाषित अतिरिक्त विशिष्टता के लिए | Buyer Defined Additional Specification for niscomed Automatic External Defibrillator (AED) with warranty of 5 years, [With provision of free replacement of Battery during warranty period]**

विनिर्देश   Specification	मूल्य   Value
Complete Specifications	Kindly refer to specifications sheet attached

**ईपीबीजी विवरण | ePBG Detail**

सलाहकार बैंक   Advisory Bank :	NA
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%)	NA

**नियम और शर्तें | Terms and Conditions**

**1. Special terms and conditions- Version:2 effective from 21-10-2022**

- 1.1 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.
2. 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 transshipment (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 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 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.