

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687700112067

अनुबंध तिथि | Generated Date : 24-May-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4565470](#)

संगठन विवरण | Organisation Details

प्ररूप | Type : Central Government
मंत्रालय | Ministry : Ministry of Railways
विभाग | Department : Indian Railways
संगठन का नाम | Organisation Name : North Eastern Railway
कार्यालय क्षेत्र | Office Zone : Office Of The Principal Chief Material Manager NER

खरीदार विवरण | Buyer Details

पद | Designation : Senior Divisional Materials Manager
संपर्क नंबर | Contact No. : 0542-2224819-
ईमेल आईडी | Email ID : srdmm@bsb.railnet.gov.in
जीएसटीआईएन | GSTIN : -
पता | Address : OFFICE OF THE DIVISIONAL RAILWAY MANAGER,NORTH EASTERN RAILWAY, VARANASI, VARANASI, UTTAR PRADESH-221002, India

वित्तीय स्वीकृति विवरण | Financial Approval Detail

आईएफडी सहमति | IFD Concurrence : No
प्रशासनिक अनुमोदन का पदनाम | Designation of Administrative Approval: SR DMM NER BSB
वित्तीय अनुमोदन का पदनाम | Designation of Financial Approval: SR DMO NER BSB

भुगतान प्राधिकरण विवरण | Paying Authority Details

Role: BUYER
भुगतान का तरीका | Payment Mode: Railways
पद | Designation : Senior Divisional Materials Manager
ईमेल आईडी | Email ID : srdmm@bsb.railnet.gov.in
जीएसटीआईएन | GSTIN : -
पता | Address : OFFICE OF THE DIVISIONAL RAILWAY MANAGER,NORTH EASTERN RAILWAY, VARANASI, VARANASI, UTTAR PRADESH-221002, 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: 07AABPN5706D1Z2 (R), (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	<p>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]</p> <p>ब्रांड Brand : niscomed</p> <p>ब्रांड प्रकार Brand Type : Registered Brand</p> <p>कैटलॉग की स्थिति Catalogue Status: OEM verified catalogue</p> <p>कैसे बेचा जा रहा है Selling As : OEM</p> <p>श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : Automatic External Defibrillator (AED) (Q2)</p> <p>मॉडल Model: AED-7000</p> <p>एचएसएन कोड HSN Code: HSN not specified by seller</p>	2	pieces	55,438	<p>जीएसटी GST (5%) : 5,039.364</p> <p>जीएसटी उपकर 1 GST Cess 1 (5%) : 5,039.364</p> <p>जीएसटी उपकर 2 GST Cess 2 (5 per accounting unit) : 10</p> <p>जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) Input Tax Credit (ITC) on GST1 : -</p> <p>जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 : -</p> <p>जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 : -</p>	110,876

कुल ऑर्डर मूल्य | Total Order Value (in INR)

110,876

परेषिती विवरण | Consignee Detail

					दिनांक के बाद	वितरण पूरा कब तक करना है।
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क्र.सं. S.No	परोक्षिती Consignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	डिलीवरी शुरू करना है Delivery Start After	Delivery To Be Completed By
1	पद Designation : - ईमेल आईडी Email ID : dr.anandks@gov.in संपर्क Contact : 0542-2226404- जीएसटीआईएन GSTIN : - पता Address : Divisional Railway Hospital, N.E.Railway, Varanasi, VARANASI, UTTAR PRADESH-221002, India	niscomed Automatic External Defibrillator (AED) with warranty of 5 years, [With provision of free replacement of Battery during warranty period]	-	2	24-May-2024	08-Jul-2024
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	No display provided				
	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				
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					
Description 1	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. Alarms/Prompts - Must provide both visual and audible prompts on CPR complying with latest AHA guidelines.					
Description 2	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 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.					
Description 3	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.					
Description 4	Shelf life of Disposable electrode pad - Two Years (if unused), 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.					
ईपीबीजी विवरण ePBG Detail						
सलाहकार बैंक Advisory Bank :						NA

ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	NA
<p>आरसीएम/एफसीएम के संबंध में सामान्य खंड General Clauses w.r.t RCM/FCM</p> <ol style="list-style-type: none"> Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess. For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice. For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer. For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess. For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer. 	
<p>नियम और शर्तें Terms and Conditions</p>	
<p>1. Special terms and conditions- Version:2 effective from 21-10-2022</p>	
<p>1.1</p> <ol style="list-style-type: none"> 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 <i>Central Drugs Standard Control Organisation (CDSCO)</i>, 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. 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. 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. 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. 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. 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. 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. 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. 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. Software: All software updates should be provided free of cost during warranty period. 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. 	
<p>2. General Terms and Conditions-</p>	
<ol style="list-style-type: none"> This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace. 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>3. Buyer Added Bid Specific Terms and Conditions-</p>	
<p>3.1 <i>Generic</i> 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</p>	

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.

3.2 Scope of Supply:

Scope of supply (Bid price to include all cost components) : Only supply of Goods

3.3 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):

CONSIGNEE

Post Receipt Inspection at consignee site before acceptance of stores:

CONSIGNEE

3.4 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

1. Only OEM or their authorized allowed for bidding.

2. Reply with all additional parameter is required.

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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।

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