

# Contract

	anisation Details				Buyer D	etails						
Type: Minis Depa Organ	:		Coal Ianagement ing Coal Limited		Name: Designation Contact No.: Email ID: GSTIN: Address:	Ashok Kumar n:Senior Manag - ak.pandey457 N MM Departmo Koyla Nagar,	ger(MM) 76@nic.	) .in	ommercial Bu	lding, Ko	yla Br	nawan,
					Auuress.	DHANBAD, J	HARKH	IAND-	826005, India			
Fina	ancial Approval Deta	ail			Paying	Authority D	etails	5				
IFD Concurrence: Yes   Designation of Administrative Approval: D(T)F   Designation of Financial Approval: D(T)F					Name: Designation Email ID: GSTIN: Address:	e: BIKRAM GHOSH gnation:HOD Purchase Finance il ID: hodpurfin.bccl@nic.in IN: N MM Department, level 3, Commercial Building, Koyla Bhawan,						
	er Details											
MSE	ess: E verified: Social Category: Gender:		sales.emedical@ 306, 3RD FLOO Delhi, DELHI-11 Yes General Male 07AAGFE0817K	0007, -	LAZA,NEAR SHA	AKTI NAGAR N	O 2 C	HOW	KI,LSC GULA	BI BAGH	l,	
				(12)								
Pro	duct Details											
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# Ite RA 1 5 y			ator (AED) with warra	anty of arranty D		Model HEART GUARDIAN HR-701	Code HSN I	not	Quantity	Unit	(Inc Dut	lusive of ies and ies in INR
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Product Spe	ecification for	RADIAN QBIO Automatic External Defibrillator (AED) with warranty of 5 years, [With provision			
•		ttery during warranty period]			
Specification	Sub-Spec	Value			
	Clinical Purpose	Automatic external defibrillator should be fully automated, using biphasic technology as per manufacturer recommendation 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			
Product Configuration	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 Source:	AED shall be battery operated			
Power	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 of AED:	5 years, [With provision of free replacement of Battery during warranty period]			
Warranty	Shelf life of Disposable electrode pad:	Two Years (if unused)			
	Operating Temperature:	0 degree to 50 degree C			
Operating Conditions &	Operating Humidity:	12% to 90% RH, non condensing			
Certification	Operating Altitude:	100 to 15000 ft or above			
	Certification	European CE (with verified number)			

## Corrigendum

1. Extended Upto : 2020-06-05 13:00:00

## **Terms and Conditions**

## 1. Special terms and conditions

1.1

#### 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 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 in to 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.

### 2. General Terms and Conditions

2.1 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) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2.2 Terms of delivery: Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), and the cost of the same is also included in the Contract price.

**2.3 Delivery period:** The Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s). Any modification thereto shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC.

2.4 Performance Security: If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.

2.5 Taxes and Duties: Contract Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising invoice / bill on GeM. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.

2.6 Octroi Duty and / or other local taxes: Contract Prices are all inclusive hence no reimbursement over and above the contract price(s) shall be allowed to seller towards payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).

2.7 Limitation of Liability: The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.

2.8 Resolution of disputes: The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.

2.9 Liquidated Damages: If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.

#### 2.10 Financial Certificate:

2.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.

2.10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.

2.10.3 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.

2.11 The bidder should submit a self declaration to the effect in bidder's official letter head that their agency have not been black listed by any Agency whatsoever till date.

## 3. Additional Terms and conditions

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

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