

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687715081012

अनुबंध तिथि | Generated Date : 28-Sep-2024

<b>संगठन विवरण   Organisation Details</b>		<b>खरीदार विवरण   Buyer Details</b>				
प्ररूप   Type :	State Government	पद   Designation :	Principal			
मंत्रालय   Ministry :	-	संपर्क नंबर   Contact No. :	05180-221299-			
विभाग   Department :	Secondary Education Department Uttar Pradesh	ईमेल आईडी   Email ID :	buycon407.sedup.up@gembuyer.in			
संगठन का नाम   Organisation Name :	N/A	जीएसटीआईएन   GSTIN :	-			
कार्यालय क्षेत्र   Office Zone:	Lucknow	पता   Address :	Govt High School Sarkandi Fatehpur(U.P.), Fatehpur, UTTAR PRADESH-212658, India			
<b>वित्तीय स्वीकृति विवरण   Financial Approval Detail</b>		<b>भुगतान प्राधिकरण विवरण   Paying Authority Details</b>				
आईएफडी सहमति   IFD Concurrence :	No	Role:	BUYER			
प्रशासनिक अनुमोदन का पदनाम	DIOS	भुगतान का तरीका	Offline			
Designation of Administrative Approval:		Payment Mode:				
वित्तीय अनुमोदन का पदनाम	PRINCIPAL	पद   Designation :	Principal			
Designation of Financial Approval :		ईमेल आईडी   Email ID :	buycon407.sedup.up@gembuyer.in			
		जीएसटीआईएन   GSTIN :	-			
		पता   Address:	Govt High School Sarkandi Fatehpur(U.P.), Fatehpur, UTTAR PRADESH-212658, India			
<b>विक्रेता विवरण   Seller Details</b>						
जेम विक्रेता आईडी   GeM Seller ID :	A7I5220005010004					
कंपनी का नाम   Company Name :	OMNI SPORTS POINT					
संपर्क नंबर   Contact No. :	09151257207					
ईमेल आईडी   Email ID :	ALSPA6061C@gmail.com					
पता   Address :	40,IMAMGANJ,NEAR MIC SCHOOLS, Fatehpur, UTTAR PRADESH-212601, -					
एमएसएमई पंजीकरण संख्या   MSME Registration number :	-					
जीएसटीआईएन   GSTIN:	09ALSPA6061C1Z7 (R)					
<b>*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा   GST / Tax invoice to be raised in the name of - Consignee</b>						
<b>वितरण निर्देश   Delivery Instructions : NA</b>						
<b>उत्पाद विवरण   Product Details</b>						
#	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 : Flamingo Portable Ortho Heating-Pad Ortho-Heating-Pad 35 centimeter 30 centimeter ब्रांड   Brand : Flamingo ब्रांड प्रकार   Brand Type : Registered Brand कैटलॉग की स्थिति   Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है   Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : Portable Ortho Heating Pad -Electrical (Q3) मॉडल   Model: ORTHOPAEDIC HEAT BELT एचएसएन कोड   HSN Code: HSN not specified by seller	2	pieces	499	NA	998
कुल ऑर्डर मूल्य   Total Order Value (in INR)						998
<b>परेषिती विवरण   Consignee Detail</b>						
क्र.सं.   S.No	परेषिती   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	पद   Designation : Principal ईमेल आईडी   Email ID : buycon407.sedup.up@gembuyer.in संपर्क   Contact : 05180-221299- जीएसटीआईएन   GSTIN : - पता   Address : Govt High School Sarkandi Fatehpur(U.P.), Fatehpur, UTTAR PRADESH-212658, India	Flamingo Portable Ortho Heating-Pad Ortho-Heating-Pad 35 centimeter 30 centimeter	-	2	28-Sep-2024	13-Oct-2024

Product Specification for Flamingo Portable Ortho Heating-Pad Ortho-Heating-Pad 35 centimeter 30 centimeter		
विनिर्देश   Specification	उप-विनिर्देश   Sub-Spec	मूल्य   Value
GENERAL	Type	Portable therapeutic heating pad - Electrical
	Purpose	warming up of parts of the body in order to manage pain in sore muscles such as Neck pain, joints & Shoulder pain, Back ache, Arms & Knee pain, Waist & Thies, Legs & Ankel pain, Arthritis, Abdomin, post operative pains, post delivery pains etc
	Color	White
	Shape (as per requirement of usage)	Square
	Flexible, handy, long lasting and reusable	Yes
	Means of fixing on the body to hold the pad in place where required	Elastic strap
DIMENSIONS	Pad Length(Cm)	35 centimeter
	Pad Width(Cm)	30 centimeter
	Weight (gms)	200 gram
MATERIAL	Material of the inner fabric or cover	Polyester
	Material of the outer fabric or cover (Non-toxic, skin friendly, soft, Odour free and breathable)	Cotton
	Washable outer fabric or cover	Yes
FUNCTIONAL	No of Therapetic settings or heating modes	1,2,3
	Timer for heat modes	Yes
	Preset Time for any heat mode utility (minutes)	10 to 30
	Pad will automatically turn off after selected time	Yes
	Operating Temperature range(°C)	45 degree Celsius
	Gradual and comfortable temperature rise	Yes
	Time to reach optimum temperature from start up (Seconds)	10
	Thermostat for over heat protection	Yes
	Additional safety precautions for usage if any	NA
ELECTRICAL	Power Consumption (Watt)	55 Watt
	Input Power Supply	230V ± 10% AC, 50Hz
	Power cord Length(mtrs)	1.5 to 2.0
	Power ON/OFF switch with indicator	Yes
	Fuse for high voltage protection	Yes
STANDARD	Product Conformity to standard	US-FDA
	ISI Marked	No
	CM/L No(if product is ISI marked)	NA
PACKING	Packing	Individual carton
CERTIFICATION	Submission of Test Report from Central Govt/NABL/ILAC accredited Lab or Manufacture's inhouse Test Report to prove the conformity to declared specification at the time of supply	Yes
	Certification Available	ISO
	Submission of all the certifications to the buyer along with supplies on demand	Yes
	Warranty (Years)	1
<b>टिप्पणी   Note::</b> Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.		
ईपीबीजी विवरण   ePBG Detail		
NA		

1. Special terms and conditions- Version:2 effective from 26-06-2024

- 1.1
- All Provisions of Drugs and Cosmetics Act, 1940 and Rules (including Medical Device Rule 2017) made there under as amended till date will always be applicable. This will include all notifications issued by Central Drugs Standard Control Organization (CDSCO), Ministry of Health & Family Welfare (MoHFW) and Department of Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers time to time in this regard, if applicable.
  - The sellers are registered on GeM based on self-declaration of valid Medical Device License (if applicable), 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.
  - In case of authorized resellers/distributors, it will be the legal & regulatory liability of the manufacturer to ensure that their resellers/distributors are operating in compliance with all relevant laws and regulations and are properly licensed to sell the manufacturer's products, including verifying the validity and authenticity of drug license held by them.
  - The price offered by the seller/bidder shall not, in any case exceed the DPCO/NPPA controlled price or price fixed by State Government, if any. The seller must reduce the prices if there is any reduction in DPCO/NPPA ceiling price or price fixed by State Government, if any.
  - 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 (ATC) 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.
  - 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.

2. General Terms and Conditions-

- 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

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.