

## Contract



Contract No: GEMC-511687790790094

Generated Date: 27-Jan-2022

Bid/RA/PR No:GEM/2021/B/1484634

<b>Organisation Details</b> Type: Central PSU Ministry: Ministry of Coal Department: Materials Management Organisation Name: Bharat Coking Coal Limited Office Zone: Bccl Dhanbad	<b>Buyer Details</b> Designation: Assistant Manager6 Contact No.: 62876-95241- Email ID: mayank.shekhar@nic.in GSTIN: 20AAACB7934MFZB Address: MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India
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<b>Financial Approval Detail</b> IFD Concurrence: Yes Designation of Administrative Approval: D (T) P&P Designation of Financial Approval: GM (MM) / HOD	<b>Paying Authority Details</b> Payment Mode: Offline Designation: HOD Purchase Finance Email ID: pao5.bccl.jh@gembuyer.in GSTIN: N Address: MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India
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<b>Seller Details</b> GeM Seller ID: 27A8180000610030 Company Name: shivam trading company Contact No.: 07992439745 Email ID: shivamjharria@gmail.com Address: East Bhagatdih, Gujarati Colony, Jharria, East Bhagatdih, Dhanbad, Jharkhand-828111, - MSME verified: No MSME Registration number: - GSTIN: 20ACJPB9072G1ZX
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\*GST / Tax invoice to be raised in the name of - Consignee

#	Item Description	Ordered Quantity	Unit	Unit Price (INR)	Tax Bifurcation (INR)	Price (Inclusive of all Duties and Taxes in INR)
1	<b>Product Name</b> : MANMAN Orthopedic Battery Operated Drill System <b>Brand</b> : MANMAN <b>Brand Type</b> : Registered Brand <b>Catalogue Status</b> : OEM verified catalogue <b>Selling As</b> : Reseller not verified by OEM Category Name & Quadrant : Orthopedic Battery Operated Drill System (Q3) SWIFT BCDR System HSN not specified by seller	1	pieces	2,095,000	NA	2,095,000
Total Order Value (in INR)						2,095,000

<b>Consignee Detail</b>						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: anand.kumar@coalindia.in Contact: 0326-2206167-234 GSTIN: 20AAACB7934MFZB Address: Chief Of Medical Services, Central Hospital , PO- Jagjivan Nagar., DHANBAD, JHARKHAND-826003, India	MANMAN Orthopedic Battery Operated Drill System	-	1	27-Jan-2022	13-Mar-2022

<b>Product Specification for MANMAN Orthopedic Battery Operated Drill System</b>		
Specification	Sub-Spec	Value
	Product name	Orthopedic Battery Operated Drill System

GENERAL FEATURES	Scope of Supply	Drill and Reamer Hand piece, Drilling and Reaming Attachments, Oscillating/Sagittal Saw Hand Piece, Reciprocating Saw hand Piece, Batteries, Battery Charger and sterilization case
HANDPIECE FOR DRILLING & REAMING	Type of handpiece	Modular
	Handpiece should allow quick and easy change from drilling function to reaming function	Yes
	Trigger Type	Single
	Handpiece should have ergonomic pistol grip design for maximum comfort and control	Yes
	Streamlined design for optimum visibility of the surgical site	Yes
	Switch for handpiece modes and safe mode	Yes
	Should be totally sealed to allow use in washer sanitizer	Yes
	Modes available	Oscillation, Forward and Reverse Mode
	Drill Speed	1200 rpm or better
	Ream Speed	250 rpm or better
	Handpiece should have provision of variable speed control	Yes
	Drill Torque	40 in. lbs or better
	Ream Torque	145 in. lbs or better
	Appropriate adaptors for drilling, reaming, pin placement and wire placement to be provided	Yes
	Weight of handpiece with battery	1047
Toolless attachments insertion	Yes	
Autoclavable	Yes	
DRILLING AND REAMING ATTACHMENTS	All the attachments should be compatible with the handpiece	Yes
	Hudson reamer attachment to be provided	Yes
	AO reamer attachment to be provided	Yes
	AO type drill attachment with quick coupling to be provided	Yes
	Jacobs Chuck with minimum 6 mm opening to be provided	Yes
	Keyless chuck to be provided	Yes
	Wire driver attachment to be provided	Yes
	Pin driver attachment to be provided	Yes
	DHS reamer attachment with quick coupling to be provided	Yes
OSCILLATING/SAGITAL SAW HAND PIECE	Ergonomic pistol grip design for maximum comfort and control	Yes
	Switch for hand piece modes and safe mode	Yes
	Should be totally sealed to allow use in washer Sanitizer	Yes
	Blade mount should be adjustable to different angles with 360 degree rotation	Yes
	Should have tool less mounting of accessories for all blades or attachments	Yes
	Saw Speed	10000 cpm or more
	Cutting Arc	Between 4 to 5 degree
	Weight of hand piece with battery	1047
	Saw noise level (Decibel)	73
	Autoclavable Hand Piece	Yes
	Special blades each for TKR and THR to be provided (Nos)	5
RECIPROCATING SAW	Ergonomic pistol grip design for maximum comfort and Control	Yes
	Switch for hand-piece modes and safe mode	Yes
	Should be totally Sealed to allow use in washer sanitizer	Yes
	Should have tool less mounting of Accessories for all blades or Attachments	Yes

HAND PIECE	Reciprocating Saw Speed	10000 cpm or more
	Weight of hand piece with the battery	1047
	Noise level of Saw (Decibel)	73
	Autoclavable hand piece	Yes
	Reciprocating saw blades to be provided (Nos)	5
BATTERY SPECIFICATIONS	Type of Battery	Lithium ion Battery
	Number of batteries to be provided	4
	Minimum run time of batteries	15 minutes or more
	Battery Voltage	Between 9 to 15 Volt DC
	Autoclavable outer housing for batteries to be provided (Nos)	4
	Transfer shroud for Battery to be provided (Nos)	4
BATTERY CHARGER SPECIFICATIONS	Input Voltage	220-240 volts
	Should be easy to use and intuitive interface	Yes
	Fully automatic charging process	Yes
	Number of batteries that can be charged simultaneously at a time	4 or more
	Capability to identify the worn out battery	Yes
	Indicator to provide battery status for charging	Yes
ACCESSORIES	Sterilization case from the same manufacturer to accommodate all the items for autoclave to be provided	Yes
CERTIFICATIONS & REPORTS	Availability of performance certificate from at least 2 users preferably from Govt Institute which is to be provided to the buyer on demand	Yes
	Product certification	BIS
	Four digit number of notified body If product is EU-CE certified	NA
	Manufacturer's Certification	ISO 13485 : Latest & ISO 9001 : Latest
	Submission of all the certifications to the buyer along with supplies	Yes
WARRANTY	Warranty (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)	5
TRAINING	Training of users to be provided	Yes
	Supplier to perform safety and operation checks before handover	Yes
	Contact details of manufacturer, supplier and local service agent to be provided	Yes
DOCUMENTATION	User/Technical/Maintenance manuals in English/Hindi to be supplied	Yes
	Certificate of calibration to be provided if any	Yes

#### Corrigendum

1. Extended Upto : 2021-09-20 12:00:00

#### Terms and Conditions

##### 1. Special terms and conditions- Version:1 effective from 04-05-2020 to 06-09-2021

##### 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 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 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.**

**2.2.1 Contracted goods should be delivered at the consignee or designated delivery location as per the working time of the buying organisation. Seller may get the same confirmed from consignee before scheduling delivery.**

**2.2.2 A copy of the contract should be available with the messenger / dispatching agency that delivers the Goods at consignee / delivery location (preferably pasted / attached outside the consignment / package) for easy reference and ease in delivery acceptance.**

**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. Buyer Added Bid Specific Terms and Conditions-**

3.1 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)

3.2 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 25% of total value.

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

3.4 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.

3.5 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.

3.6 Warranty period of the supplied products shall be 5 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.

**3.7**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

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