

## Contract



Contract No: GEMC-511687725834260

Generated Date: 25-Dec-2021

Bid/RA/PR No: [GEM/2021/B/1477551](#)

Organisation Details	Buyer Details
Type: Central PSU Ministry: Ministry of Coal Department: Materials Management Organisation Name: Bharat Coking Coal Limited Office Zone: Bccl Dhanbad	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

Financial Approval Detail	Paying Authority Details
IFD Concurrence: Yes Designation of Administrative Approval: D (T) P&P Designation of Financial Approval: GM (MM) / HOD	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

Seller Details	
GeM Seller ID: F5B2180000508294 Company Name: MEDINAIN Contact No.: 09868165949 Email ID: sbnain@yahoo.com Address: J-81,Bawana Ind. area,J-81, sector-4 dsiidc bawana,delhi, North West delhi, DELHI-110039, - MSME verified: Yes MSME Registration number: DL06A0006977 MSE Social Category: General MSE Gender: Male GSTIN: 07AJBPB4515B2Z1 , 07AJBPB4515B2Z1	

\*GST / Tax invoice to be raised in the name of - Consignee

Product Details								
#	Item Description	Category Name & Quadrant	Model	HSN Code	Ordered Quantity	Unit	Lead Time(Days)	Price (Inclusive of all Duties and Taxes in INR)
1	<b>Product Name</b> : Medinain Orthopedic Operating Table with Electrical Table Actuator <b>Brand</b> : Medinain <b>Brand Type</b> : Registered Brand <b>Catalogue Status</b> : OEM verified catalogue <b>Selling As</b> : OEM	Orthopedic Operating Table (Q3)	ME-1000 (E)	HSN not specified by seller	1	pieces	-	212,164
Total Order Value (in INR)								<b>212,164</b>

Consignee Detail						
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	Medinain Orthopedic Operating Table with Electrical Table Actuator	-	1	25-Dec-2021	24-Jan-2022

Product Specification for Medinain Orthopedic Operating Table with Electrical Table Actuator		
Specification	Sub-Spec	Value
		Tables,Operating-13961 , Operating Tables,Spinal-23732 , Operating table,multi-Specialty-25217, Operating

Standards	UMDNS Names	Tabletops -25215
	Clinical Application in General for Orthopedic operating table	Orthopedic tables are specialized operating tables that provide an elevated surface for supporting the patient's body and include specific apparatus for supporting and/or providing traction for the patient's limbs during orthopedic procedures. These tables stabilize the patient's position and provide the operating surgeon with optimal exposure of the surgical field. Applications for these tables include both upper-extremity procedures (e.g., shoulder surgery, nonoperative myelograms, spinal surgery) and lower-extremity/hip procedures (e.g., hip pinning, Ender nailing, intramedullary nailing of the femur, tibia, and fibula). Some orthopedic tables can also accommodate C-arm radiographic/fluoroscopic studies
	Conformity to Standards	European CE (with 4 digit notified number)
	Conformity to standard for for electrical safety latest amendment	IEC- 60601-2-40 or BIS Equivalent
	Conformity to Manufacturing Standards	ISO 9001 & 13485 or ICMED 9001 & 13485
Table features	Type of OT table Actuator	Electrical
	Type of mechanism for functioning or controlling the table movements	Remote & Table mounted
	Remote controlled positions	Trendelenburg / reverse Trendelenburg, lateral tilt,longitudinalshift, height adjustment, antiflex and flex position and back plate up / down
	Number of section provided in Table top	upto 6 sections
	C-Arm Compatible	Yes
	Table top length, Range	1900 mm-2100 mm
	Table top width, Range	500 mm-580 mm
	Table top Height, Range	650 mm - 1150 mm
	Material	304 Grade SS
	Table top shall be X-ray compactable and stain Resistant	Yes
	Table Mattress Material	2 inch latex free fully radiolucent, detachable, impermeable to fluid and easily washable
	Mattress material shall be in parts as per table top	Yes
	Provision of X ray cassette channel	Yes
Table Positions	Trendelenburg Angle, Range	25° to 30°
	Reverse Trendelenburg Angle, Range	25° to 30°
	Lateral Tilt Angle (Left), Range	18° to 25°
	Lateral Tilt Angle (Right), Range	18° to 25°
	Head Section UP/Down Angle, Range	upto 60° to 90°
	Back Section UP/Down Angle, Range	upto 90° to 30°
	Horizontal Positioning, Range	0° to 90°
	Leg Section UP/Down, Range	20°-90°
	Flex	upto 230°
	Reflex	upto 100°
	Table top longitudinal sliding, Range	5" to 12"
	Patient Weight Capacity	150-270 Kgs
	Kidney Bridge required	Yes
	Detachable Head,Leg & Pelvic Section	Yes

	Split leg section , detachable-1 pair	Yes
	Quick Switch for Zero position	Yes
	Battery backup of operating table in hrs	3 or more than 3 hrs
	Battery backup provided	Yes
	Foot pump	No
	Both arm board should have up and down and rotation function	Yes
	Operating table should have foot brake for ease of use	Yes
Standard Accessories	Number of Anesthetic Screen with side clamp & lock	1
	Number of Arm rest with side clamp & lock	1pair
	Number of Shoulder support with side clamp & lock	1 pair
	Leg support or Lithotomy with side clamp & lock- 1pair	Yes
	Extension bar-1pair	Yes
	Horizontal Attachments-1no	Yes
	Sacral Rest	Yes
	Lateral Intramedullary Nailing Support	Yes
	Retractable abductor bar	Yes
	Number of Foot Support	1
	Number of Bolster Pillow	1
	Remote-1 no	Yes
	IV pole and Bracket	Yes
Orthopedic Attachments	Orthopedic Attachments	Hanging type
	Foot plate mount	2
	Supports bars	2
	Radial setting clamps	4
	Countertraction post , including padding roll	1
	Side rail extension	2
	Transport cart	1
	Traction stirrup clamp with rotation	2
	Rotation and tilting clamp	2
	Foot plate for adult	2
	Traction boot pair	2
	Femur nailing – Counter traction post for femur	2
	Counter traction post for tibia	1
	Condylar fixation	1
	Guide bar	2
Power requirements	"Power input to be 220-240V AC, 50Hz as appropriate fitted with	Single phase 220-240 Volt, 50 Hz ( AC Supply )

	Indian plug "	
Reports	Warranty (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)	3
	User/Technical/Maintenance manuals to be supplied in English in hard and soft copy	Yes
	Demonstration of equipment and training to be provided after completing supplies & Installation before acceptance	Yes
	The Principal Manufacturer must have direct Presence/approved service center In India	Yes
	Copies of reports and certifications to be furnished to buyer on demand at time of supplies	Yes
	Attach certificate from the principal that spare parts will be available for next 10 years	Yes
	QA, QC and other tests(6 months/ 1 year as per NABH/JCI)	Yes

## Terms and Conditions

### 1. Special terms and conditions- Version:1 effective from 03-09-2020 to 06-09-2021

#### 1.1 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.

#### 2. 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.

#### 3. 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 .

4. 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.

#### 5. 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

#### **6. 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.

#### **7. 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.

#### **8. 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 3 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.**