

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687712046406

अनुबंध तिथि | Generated Date : 10-May-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4060600](#)

अनुसूची नाम | Schedule Name: Schedule 2, Schedule 1

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्ररूप   Type : Central PSU मंत्रालय   Ministry : Ministry of Coal विभाग   Department : COAL INDIA LIMITED संगठन का नाम   Organisation Name : Bharat Coking Coal Limited कार्यालय क्षेत्र   Office Zone : BCCL Dhanbad Jharkhand	पद   Designation : Deputy Manager MM संपर्क नंबर   Contact No. : - ईमेल आईडी   Email ID : anils.yadav@nic.in जीएसटीआईएन   GSTIN : 20AAACB7934MFZB पता   Address : MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail	भुगतान प्राधिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval : CMD, BCCL वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : GM (MM), BCCL	Role: PAO भुगतान का तरीका   Payment Mode: Offline पद   Designation : Senior Manager ईमेल आईडी   Email ID : pay8.bccl.dhn@gembuyer.in जीएसटीआईएन   GSTIN : 20AAACB7934MFZB पता   Address : MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India

विक्रेता विवरण   Seller Details
जेम विक्रेता आईडी   GeM Seller ID : 3488190000982550 कंपनी का नाम   Company Name : FIDELIS HEALTHCARE PRIVATE LIMITED संपर्क नंबर   Contact No. : 09899313333 ईमेल आईडी   Email ID : sgupta@fidelishealthcare.in पता   Address : 1123, DLF Tower B, Jasola District Centre, Delhi, South Delhi, DELHI-110025, - एमएसएमई सत्यापित   MSME verified : Yes एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-HR-03-0001612 एमएसई सामाजिक श्रेणी   MSE Social Category : General एमएसई लिंग श्रेणी   MSE Gender : Male जीएसटीआईएन   GSTIN : 06AACCF9480G1ZH (B), (M), (R), (S)

\*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

#	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 : FIDELIS HEALTHCARE Attendant Controlled Non Powered Wheel Chair with Fixed Seat Height ब्रांड   Brand : FIDELIS HEALTHCARE ब्रांड प्रकार   Brand Type : Registered Brand कैटलॉग की स्थिति   Catalogue Status : OEM verified catalogue कैसे बेचा जा रहा है   Selling As : OEM श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : Wheel Chairs (V2) (Q3) मॉडल   Model: FHPL-WC001 एचएसएन कोड   HSN Code: HSN not specified by seller	59	pieces	6,099	NA	359,841
2	उत्पाद का नाम   Product Name : FIDELIS HEALTHCARE Medium aluminium Crutch under arm crutches ब्रांड   Brand : FIDELIS HEALTHCARE ब्रांड प्रकार   Brand Type : Registered Brand कैटलॉग की स्थिति   Catalogue Status : OEM verified catalogue कैसे बेचा जा रहा है   Selling As : OEM श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : CRUTCHES (REHABILITATION AIDS) (Q3) मॉडल   Model: (FR029-2424) एचएसएन कोड   HSN Code: HSN not specified by seller	70	pieces	789	NA	55,230

कुल ऑर्डर मूल्य | Total Order Value (in INR)

415,071

परेषिती विवरण | Consignee Detail

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 :- ईमेल आईडी   Email ID : buycon3.bccl.jh@gembuyer.in संपर्क   Contact : 0326-2206167-234 जीएसटीआईएन   GSTIN : 20AAACB7934MFZB पता   Address : Chief Of Medical Services, Central Hospital , PO- Jagjivan Nagar., DHANBAD, JHARKHAND-826003, India	FIDELIS HEALTHCARE Attendant Controlled Non Powered Wheel Chair with Fixed Seat Height	-	59	10-May-2024	09-Jul-2024
		FIDELIS HEALTHCARE Medium aluminium Crutch under arm crutches	-	70	10-May-2024	09-Jul-2024

Product Specification for FIDELIS HEALTHCARE Attendant Controlled Non Powered Wheel Chair with Fixed Seat Height

विनिर्देश   Specification	उप-विनिर्देश   Sub-Spec	मूल्य   Value
	Low voltage Alarm	Yes
	Hand Rim Outside Diameter (mm)	19
	Material of Seat	FORM WITH REMIX
	Total weight of Wheel Chair (Kg)	4.5
	Foot rest Material	ABS MATERIAL
	Range of Seat Height Adjustment (mm)	NA
	Battery Charger output current rating (Amps)	NA
	Density of Cushion material on armrest, seat and Backrest (Kg/m3)	40
	Leg Guard Width (mm)	50
	Back rest with Cushion	Yes
	Hardness of Axle (HRC)	YES
	Hand rim Tube thickness (mm)	40
	Front castor Dia (mm)	125
	Cushion on Seat	Without
	Front castor Swivel Type	Yes
	Overall Width in unfolded condition of wheel chair (mm)	710
	Leg guard type	Fixed
	Slope of Seat (Degree)	186,56
	Type of Back rest	Foldable
	Overall Length (mm)	897.96
	Type of Wheel Hub	PODER COATED
	Hand Rim Material	MS
	Foldable	Yes
	Overall Width in folded condition of the wheelchair (mm)	NA
	Leg Guard Thickness (mm)	1.2
	Types of Wheel Chairs	Attendant Controlled Non Powered
	Material of Handle	POWDER
	Frame tube thickness (mm)	5.6
	Material of Arm Rest	FORM WITH REMIX
	Material of Hand Grip	NA
	Material of Cushion on armrest, Seat and Backrest	MS
	Clearance of frame from floor (mm)	98.6
	Battery Voltage Rating (Volts)	NA
	Dia of Axle (mm)	MS

Ungrouped

Overall Height (mm)	870.05
Range of Width Adjustment (mm)	NA
Length of Foot Rest (mm)	300
Loading Capacity (Kg)	154.9
Rear Wheel Rim Material	MS/RUBBER
Thickness of Arm Rest (mm)	25
Battery Charger Input Supply Voltage (Volts)	NA
Battery Type	Sealed Maintenance Free
Battery Capacity Rating (AH)	NA
Rear wheel tyre tread width (mm)	125
Material of Axle	MS
Arm rest Type	Detachable
Cushion Material Thickness (mm)	3
Seat Depth (mm)	432
Material of Folding Mechanism	FIXED
Diameter of Tube/ thickness of flat of folding mechanism (mm)	1.02
Type of Braking System	LOCKABLE
Rear wheel rim thickness (mm)	1.5
Distance between seat and foot rest (mm)	443
Foot rest surface finish anti slip type	Yes
Clearance of footrest from floor (mm)	124
Seat Cushion Material	FORM WITH REMIX
Motor power rating (Watts)	NA
Finish of Aluminium casts	Anodized
Hand Rim	With
Handle for push/pull action of Wheel Chair	Yes
Thickness of Seat (mm)	14.02
Slope of the backrest with respect to floor (Degree)	102
Foot rest thickness (mm)	10
Width of foot rest (mm)	200
Rear wheel tyre type	Solid
Battery Charger output voltage rating (Volts)	NA
Arm rest height from seat (mm)	245.9
Cushion on Arm rest	Without
Number of Speeds (No)	NA
Greadability (Degree)	NA
Material of Back rest	FORM WITH REMIX
Thickness of Cushion material of Arm rest (mm)	25
Material of frame	POWER COATED
Types of foot rest	Swinging without Height Adjustment
Speed max (Kmph)	NA
Warranty (Years)	1
Frame tube Dia (mm)	23
Width of wheel chair	Fixed
Seat Height	Fixed
Seat hight from floor at the front (mm)	453
Speed Selector	Yes
Thickness of back rest (mm)	13

Leg guard Material	5.5
Painting of mild steel components	Powder Coated
Product Code Number	NA
Drawing available on web	Yes
Drawing Number	NA
Product code available on web	Yes

### Product Specification for FIDELIS HEALTHCARE Medium aluminium Crutch under arm crutches

विनिर्देश   Specification	उप-विनिर्देश   Sub-Spec	मूल्य   Value
Constructional parameters	Type of crutches	Crutch under arm
	Crutch tips size	7/8 inch
	Size Type	Medium
	Size in centimeter	50 centimeter
	Material of the type selected	aluminium
Performance parameters	Type of hand grip	NA
	Height of rod adjustable upto (Centi meter)	90 centimeter
	Fitted with NON - Slip rubber shoe	Yes
	Adujstable rod type	Yes

### खरीदार परिभाषित अतिरिक्त विशिष्टता के लिए | Buyer Defined Additional Specification for FIDELIS HEALTHCARE Medium aluminium Crutch under arm crutches

विनिर्देश   Specification	मूल्य   Value
Warranty	1 year
Material of the type selected	Aluminium Material or Steel Material

### ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	NA
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):	NA

### नियम और शर्तें | Terms and Conditions

1. Special terms and conditions- Version:1 effective from 18-10-2022

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 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.
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.
9. 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-

2.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.

2.2 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

## 3. Buyer Added Bid Specific Terms and Conditions-

### 3.1 *Generic*

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

### 3.2 *Generic*

Experience Criteria: The Bidder or its OEM (themselves or through reseller(s)) should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 1 year before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

### 3.3 *Generic*

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

### 3.4 *Scope of Supply*

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

### 3.5 *Service & Support*

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

### 3.6 *Service & Support*

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

### 3.7 *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):

Not Applicable

Post Receipt Inspection at consignee site before acceptance of stores:

GM(CSR) or his authorized representative

### 3.8 *Warranty*

Warranty period of the supplied products shall be as given in specifications 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.

### 3.9 *Buyer Added Bid Specific ATC*

Buyer Added text based ATC clauses

#### 1. Satisfactory Performance

The PO copy shall be supported by satisfactory Performance certificate. issued by respective Buyer Organization.

However, Considering the practical difficulties in obtaining the Performance Reports in cases where proven ness of the offered product is being ascertained on the basis of supply made in other subsidiaries of CIL or other PSUs/Govt Department/Private Organizations, the bidder shall submit a self-certificate in the follow in g format along with proof of payment against the Purchase Order/ Rate Contract add commissioning certificates (in case of equipment, P&M etc. where erection & commissioning is required):

"The items covered in the purchase order/ rate contract(s) copies enclosed with our offer have been fully executed and have performed satisfactorily as per the provisions of the respective purchase order/ rate contract(s) and all the complaints lodged by the purchaser, if any, have been attended to and no complaints/ claims are pending".

#### 2. Exemption from Experience Criteria/Performance criteria

If bidders have submitted documents to prove the Start-up/MSE status for the tendered item and their products are ISI marked/DGMS approved/Proven in CIL or its Subsidiary companies/Proven product of the ancillary unit of a Subsidiary Company of CIL, they will be required to submit the following applicable related documents, for relaxation from the criteria of prior experience and prior turnover:

- a valid BIS Marking License for the quoted items (or)
- rate contract issued by CIL/its Subsidiary Companies for the quoted items (or)

- a valid DGMS Approval certificate for the quoted items (or)
- proven Ancillary certificate issued by BCCL for the quoted items.

if bidders have submitted documents to prove the Startup/MSE status for the tendered item without certificate towards quality, assurance and capability from some authority like MSME, NSIC, etc, the bidder needs to submit Proforma for Equipment and Quality Control' (as per Annexure-1) duly filled along with the bid for assessing the techno-commercial capability of the vendors to manufacture and deliver goods as per the prescribed quality and technical specification.

The document(s) / certificate(s) furnished by the bidders for ISI markings or DGMS approval for any relaxation should be valid on the date of tender opening and a copy of such document(s)/certificate(s) valid on the date of supply, must accompany their bill(s).(Proforma attached in buyer added bid specific ATC document).

### 3.10 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document [Click here to view the file](#).

### 3.11 Past Project Experience:

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

### 3.12 Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- The Seller fails to comply with any material term of the Contract.
- The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- The Seller becomes bankrupt or goes into liquidation.
- The Seller makes a general assignment for the benefit of creditors.
- A receiver is appointed for any substantial property owned by the Seller.
- The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

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.