

SOUTH CENTRAL RAILWAY

OFFICE OF THE PCMM,
6TH FLOOR,
RAIL NILAYAM
SECUNDERABAD – 25

ZONAL RATE CONTRACT NO. 82230261

Date: 17.07.2023


**M/s BMT MEDICAL DEVICES PRIVATE LIMITED-HYDERABAD
3-6-584/F2 STREET NO 8 HIMAYATH NAGAR, HYDERABAD,
Andhra Pradesh, India, 500029**

Sub: Zonal Rate Contract for supply of [PH.No.42959] TOTAL KNEE REPLACEMENT SET - FIXED PLATFORM (FEMORAL COMPONENT - OXIDISED ZIRCONIUM METAL, TIBAL TRAY - ANATOMICAL/TITANIUM INSERT, PATELLA) PALAKOS CEMENT WITH GENTAMYSIN 40 GMS PULSAVAC, IOBAN, STOCKINETT, SAW BLADE (SYNTHESE) WITH INSTRUMENTATION SET

Ref: 1) This Office Tender No. 82230261 opened on 23-03-2023
2) Your BID ID 14977478 dated 21/03/2023

With reference to the above, the Zonal rate contract is concluded on you for supply of [PH.No.42959] TOTAL KNEE REPLACEMENT SET - FIXED PLATFORM (FEMORAL COMPONENT - OXIDISED ZIRCONIUM METAL, TIBAL TRAY - ANATOMICAL/TITANIUM INSERT, PATELLA) PALAKOS CEMENT WITH GENTAMYSIN 40 GMS PULSAVAC, IOBAN, STOCKINETT, SAW BLADE (SYNTHESE) WITH INSTRUMENTATION SET as mentioned in the enclosure. The Zonal rate contract is governed by IRS conditions of contract and as per the terms and conditions enclosed.

Schedule "A" Description of Stores, Price, Duties/Taxes etc.


(SHAIK SIDDHIK HUSSAIN)
Dy.CMM/Health
For PCMM/SCR/SC

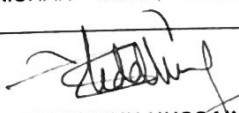
Copy To:

1. FA&CAO/S&W/SC
2. MD/CH/LGD

Enclosure to Zonal Rate Contract. No. 82230261

1	Tender Description	[PH.No.42959] TOTAL KNEE REPLACEMENT SET - FIXED PLATFORM (FEMORAL COMPONENT - OXIDISED ZIRCONIUM METAL, TIBAL TRAY - ANATOMICAL/TITANIUM INSERT, PATELLA) PALAKOS CEMENT WITH GENTAMYSIN 40 GMS PULSAVAC, IOBAN, STOCKINETT, SAW BLADE (SYNTHESE) WITH INSTRUMENTATION SET
2	Accepted Description	Accepted description is same as tendered description. Accepted Brand: Smith and Nephew. Manufactured by M/s Smith & Nephew Healthcare Private Limited
3	Supply by	Supply order will be placed on and payment will be made to M/s BMT MEDICAL DEVICES PRIVATE LIMITED-HYDERABAD, 3-6-584/F2 STREET NO 8 HIMAYATH NAGAR, HYDERABAD, Andhra Pradesh, India, 500029
4	Qty	40 Nos.
5	Consignee	MD/CH/LGD
6	Basic Rate	Rs.101186.00 ps each
7	Firm Price	The quoted prices will be firm and fixed for all the Supply Orders placed during the currency of the Rate Contract and no price variation will be allowed on any account.
8	GST	Extra @5%
9	FOR	Destination
10	Freight	NIL
11	AIR	Rs. 1,06,245.30 each
12	Shelf-life	Exempted as this is manufactured based on patient
13	SVC	STATUTORY VARIATION IN TAXES AND DUTIES, OR FRESH IMPOSITION OF TAXES AND DUTIES BY STATE/ CENTRAL GOVERNMENTS IN RESPECT OF THE ITEMS STIPULATED IN THE CONTRACT (AND NOT THE RAW MATERIALS THEREOF), WITHIN THE ORIGINAL DELIVERY PERIOD STIPULATED IN THE CONTRACT, OR LAST UNCONDITIONALLY EXTENDED DELIVERY PERIOD SHALL BE TO RAILWAYS' ACCOUNT. ONLY SUCH VARIATION SHALL BE ADMISSIBLE WHICH TAKES PLACE AFTER THE SUBMISSION OF BID. NO CLAIM ON ACCOUNT OF STATUTORY VARIATION IN RESPECT OF EXISTING TAX/DUTY WILL BE ACCEPTED UNLESS THE TENDERER HAS CLEARLY INDICATED IN HIS OFFER THE RATE OF TAX/DUTY CONSIDERED IN HIS QUOTED RATE. NO CLAIM ON ACCOUNT OF STATUTORY VARIATION SHALL BE ADMISSIBLE ON ACCOUNT OF MISCLASSIFICATION BY THE SUPPLIER/ CONTRACTOR
14	Stamping	Each packet that contains the item should have a printing/stamping with indelible ink of FOR INDIAN RAILWAY USE ONLY- NOT FOR SALE. Firms are advised to put their holograms on their products/cartons.
15	Delivery	Supplies have to be delivered to the consignee i.e. MD/CH/LGD Railway Hospital in S.C. Railway and as and when required by them against the Supply Orders
16	GST Declaration	1)ONUS OF CORRECT CLASSIFICATION AND RATE IS ON THE FIRM. 2)GST WILL BE PAID ON PRODUCTION OF DOCUMENTARY PROOF. 3)THE FIRM SHALL PASS ON (AS PER SECTION 17(1) OF CGST/SGST ACT) ANY REDUCTION IN TAX RATE ON SUPPLY OF GOODS OR ANY BENEFIT OF INPUT TAX CREDIT TO THE RAILWAY THROUGH A COMMENSURATE REDUCTION IN PRICE WITHOUT ANY UNDUE DELAY. TO THE ABOVE EFFECT THE FIRM SHOULD GIVE DECLARATION THAT ALL THE BENEFITS ACCRUING ON ACCOUNT OF CHANGE IN TAX RATE AND ANY ADDITIONAL INPUT TAX CREDIT (ITC BENEFIT) SHALL BE PASSED ON THE RAILWAY. 4)ANY KIND OF REDUCTION IN PRICES OBTAINED BY THE SUPPLIER DUE TO IMPLEMENTATION OF GST IS TO BE PASSED ON TO THE PURCHASER CONTRACTOR AS PER ANTI-PROFITEERING CLAUSES OF GST ACT AT ANY POINT OF TIME DURING THE PERIOD OF THE CONTRACT
17	Inspection	By consignee after receipt
18	Mode of despatch	By Road
19	SD	Exempted as per Sl.No. 14.2 (viii) of Instructions to Tenderers of South Central Railway.
20	Payment	100% payment against receipt, inspection and acceptance of material by consignee at destination. Part payment against part supply is allowed.
21	Option clause	+/- 30% option clause applicable during the currency of the Rate Contract.

22	Validity	One year from the date of issue of formal contract from 17.07.2023 to 16.07.2024
23	Authority	Rate Contract will be operated by PCMM OFFICE/SC.RLY.
24	Bill paying officer	FA&CAO/S&W/SC
25	Total Value	Rs. 4249812.00
26	The Qty. shown is approximate for ONE YEAR requirement and it is subject to increase or decrease. The drawl against this RATE CONTRACT will be made as and when required against the supply order to be placed by PCMM office of S.C.Railway. Firm may however note that the purchaser may or may not place any supply order for this item and DOES NOT stand committed to place Supply order.	
27	The quantity mentioned is approximate for the consignees located in S.C Railway. The successful firm may have to supply the item to the various consignees in S.C Railway as per the Supply Orders	
28	S.C.Rly reserves the right to enter into parallel rate contract with more than one supplier for any location	
29	The Supply order will be placed up to the last date of currency of the rate contract. Delivery date in the supply order need not necessarily fall within the currency of the rate contract but it can go beyond depending upon the terms of delivery stipulated in the supply order and no extension of validity period of the rate contract is required when the delivery against the outstanding supply order continues even after expiry of validity period. The contract will remain live for the purpose of delivery for all the stores ordered during the currency of the rate contract until deliveries have been completed.	
30	Firm to submit OEM Test Certificate along with equipment on each supply wherever applicable	
31	If the Rate Contract is concluded with the distributor, the responsibility to complete the supplies will remain with the distributor until the dealership with the manufacturer is valid. In case the distributorship changes, the manufacturer shall be solely responsible until the completion of the Rate Contract.	
32	Rate Contract can be terminated without assigning any reason if the performance is not satisfactory or can be extended on mutual agreement for a further period as agreed	
33	The Rate Contract and supply orders shall be governed by IRS Conditions of Contract as amended up to date, tender conditions and the special conditions to the tenderers enclosed with the tender schedule.	
34	This tender is for entering into Rate Contract with the Firm(s) to meet Stock and Non-stock requirements of this Railway for the subject item. Supply orders shall be placed by the Competent Authority in the office of the Principal Chief Materials Manager, South central Railway, Secunderabad. Exact Consignees will be indicated in the Supply Order. The currency of the Rate Contract will be for a period of one year from the date of commencement of the RC.However, the currency of the contract can be extended by another year with the consent of both the parties to the contract. Purchase order can be placed till last date of the currency of the Rate Contract and the Delivery period can go beyond the said period. Railway also reserve the right to short close the RCs during the currency of the contract if the same is found to be non advantageous.	
35	All other terms and conditions are applicable as per tender no. 82230261 opened on 23-03-2023	
36	This ZRC has been placed against this office LOA No. STORES / 82230261 / 724170 Dated: 01/05/2023	
37	Supplier's bank details	
	IFSC CODE	TMBL0000065
	ACCOUNT NO.	065700150950142
	BANK NAME	TAMILNAD MERCANTILE BANK LTD
	BRANCH ADDRESS	15-2-696, SIDDIAMBER BAZAR, KISHAN GUNJ, HYDERABAD, Telangana, India, 500012


 (SHAIK SIDDHIKH HUSSAIN)
 Dy.CMM/Health
 For PCMM/SCR/SC