

SOUTH CENTRAL RAILWAY

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

ZONAL RATE CONTRACT NO.82224991

Date: 24.11.2022

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.:42172] TKR Implants Consists of: 1. GENESIS II OXINUM FEMUR COMPONENT. 2. GENESIS II TIBIA COMPONENT. 3. GENESIS II INSERT COMPONENT (NPPA Approved Rates) Others: 4. BONE CEMENT WITH GENTAMYCIN 5. IOBON. 6. SAW BLADE. 7. SAW SYSTEM WILL BE PROVIDED ON LOANER BASIS

Ref: 1) This Office Tender No. 82224991 opened on 01-09-2022

2) Your offer No. 14201826 dated 29/08/2022

With reference to the above, the Zonal rate contract is concluded on you for supply of of [PH NO.:42172] TKR Implants Consists of:1. GENESIS II OXINUM FEMUR COMPONENT. 2. GENESIS II TIBIA COMPONENT. 3. GENESIS II INSERT COMPONENT (NPPA Approved Rates) Others: 4. BONE CEMENT WITH GENTAMYCIN 5. IOBON. 6. SAW BLADE. 7. SAW SYSTEM WILL BE PROVIDED ON LOANER BASIS, 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, and Duties/Taxes etc.


(Y. SUDHAKAR)
SMM/H
For PCMM

Copy To:

1. FA&CAO/SW/SC
2. MD/CH/LGD/SC
3. Sr.DFM/GTL
4. CMS/RH/GTL
5. Sr.DFM/BZA
6. CMS/RH/BZA.

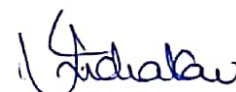
Schedule - A

Enclosure to Zonal Rate Contract No. 82224991

1	Tender Description	[PHNO:42172]TKR IMPLANTS-FIXED BEARINGS- OXINIUM COATED WITH INSTRUMENTATION + CEMENT WITH GM, IOBAN, SAW BLADE WITH SAWSYSTEM+COMPONENTS-FEMUR, TIBIA AND INSERT, NPPA APPROVED RATES
2	Accepted Description	TKR Implants Consists of: 1. GENESIS II OXINIUM FEMUR COMPONENT. 2. GENESIS II TIBIA COMPONENT 3. GENESIS II INSERT COMPONENT (NPPA Approved Rates) Make: Smith and Nephew. Others: 4. BONE CEMENT WITH GENTAMYCIN 5. IOBAN. 6. SAW BLADE 7. SAW SYSTEM WILL BE PROVIDED ON LOANER BASIS. Accepted Brand/Make: Smith and Nephew. Manufactured by: M/s. Smith & Nephew/Memphis, USA, Marketed by M/s, Smith & Nephew Healthcare Private Limited/ Mumbai.
3	Supply by	Supply order will be placed on and payment will be made to M/s BMT MEDICAL DEVICES PRIVATE LIMITED-HYDERABAD,
4	Qty	85 Nos. [MD/CH/LHD: 40 Nos, CMS/RH/GLT: 20 Nos. & CMS/RH/BZA: 25 Nos.]
5	Consignee	MD/CH/LHD: 40 Nos, CMS/RH/GLT: 20 Nos. & CMS/RH/BZA: 25 Nos.
6	Basic Rate	Rs. 81239.00ps 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	Rs.10000/- Each for BZA and GTL CONSIGNEES & Nil FOR LGD.
11	AIR	Rs. 95800.95 each for BZA & GTL consignees and Rs. 85300.95 each for LGD consignee.
12	Shelf-life	The remaining shelf life of the offered product should not be less than 80 percent of total shelf life or it should not be older than 6 months from the date of manufacture [whichever is more] at the time of supply. In specified cases, PCMD/ CHD/PCMM/CMM may relax this condition on case to case basis with the written undertaking by the manufacturing firm that the batch offered is the only batch available in India and that the firm will replace unused qty free of cost before the expiry date of that item with fresh batch, failing which the Railway reserves the right to recover the amount from firms pending/forthcoming bills
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

13 (a)	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.
14	Delivery	Supplies have to be delivered to the consignees i.e. MD/CH/LHD, CMS/RH/GLT & CMS/RH/BZA, Railway Hospital in S C Railway and as and when required by them against the Supply Orders
15	GST Declaration	<p>1) ONUS OF CORRECT CLASSIFICATION AND RATE IS ON THE FIRM.</p> <p>2) GST WILL BE PAID ON PRODUCTION OF DOCUMENTARY PROOF.</p> <p>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.</p> <p>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</p>
16	Inspection	By consignee after receipt
17	Mode of despatch	By Road
18	Payment	100% payment against receipt, inspection and acceptance of material by consignee at destination
19	Option clause	+/- 30% option clause applicable during the currency of the Rate Contract.
20	Validity	One year from the date of issue of formal contract from 24.11.2022 to 23.11.2023
21	SD	The firm is exempted from paying S.D as per Tender condition
22	Authority	Rate Contract will be operated by PCMM OFFICE/SC.RLY.
	Bill paying officer	For MD/CH/LGD: FA&CAO/S&W/SC, CMS/RH/GLT: Sr.DFM/GTL & CMS/RH/BZA: Sr.DFM/BZA.
23	Total Value	Rs. 77,23,080.75 ps
24	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/SCR. 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.	
25	S.C.Rly reserves the right to enter into parallel rate contract with more than one supplier for any location	

26	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.		
27	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.		
28	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		
29	The Rate Contract and supply orders shall be governed by IRS Conditions of Contract as amended up to date, tender conditions and other terms and conditions as per ANNEXURE to the tender		
30	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.		
31	All other terms and conditions as per tender no. 82224991 opened on 01-09-2022		
32	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	



(Y. SUDHAKAR)
SMM/H
For PCMM

Special Terms and Conditions for Essential Medical Items:

1. This Tender has been invited for concluding Zonal rate contract for supply of **LAB/SURGICAL ITEMS** for a period of **ONE YEAR** from the date of conclusion of the contract. The quantity shown in the tender form is the approximate **ONE YEAR** requirement and is subject to increase or decrease. The supply against this rate contract to be concluded will be made as and when required against the supply orders to be placed by PCMM Office of S.C Railway. Firms may however note that the purchaser may/may not place any supply orders for this item and do not stand committed to place any supply orders.
2. The rate contract shall remain in force for a period of **ONE YEAR**. Supply orders can be placed up to the last date of the currency of rate contract. Delivery date in the supply orders need not necessarily fall within the currency of rate contract but it can go beyond depending upon the terms of delivery stipulated in the supply orders. No extension of validity period of the rate contract is required when the delivery against the outstanding supply orders continues even after expiry of validity period. The contract will remain alive for the purpose of delivery for all the stores ordered during the currency of the rate contract until deliveries have been completed.
3. 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.
4. The supplies have to be delivered to the consignees i.e. Hospitals and Health Units in South Central Railway as and when required by them against the Supply Orders.
5. The Rate Contract and supply orders shall be governed by the IRS conditions of contract as amended up to date, tender conditions and the special conditions to the tenderers enclosed with the tender schedule.
6. If the 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 contract.
7. **Firm Price:** The quoted prices will be firm and fixed for all the supply orders placed during the currency of Rate Contract and no price variation will be allowed on any account.
8. **Mandatory Requirement for award of Rate Contract:**
Wherever applicable, the Rate Contract shall be awarded to Original Equipment Manufacturers (OEMs) and firms who are the authorized distributors must furnish valid authorization certificate from the manufacturer.
9. S.C Railway reserves the right to enter into parallel Rate Contract with more than one supplier for any location.
10. The Purchaser shall be entitled to increase/decrease the ordered quantity by 30% anytime during the currency of the contract.
11. Period of validity of Rate Contract is **ONE YEAR**.
12. The 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.
13. Firm to submit OEM Test Certificate along with equipment on each supply wherever applicable.