

Sanction of the competent authority is hereby conveyed for incurring an expenditure of amount as under towards the cost of Purchase order/Contract placed on the Seller for Supply of Goods/Services as per the contract for making payment to the Seller subject to deduction of TDS as applicable:

Organisation Details		Buyer Details	
Type:	Central Autonomous	Name:	Harendra Dey
Ministry:	Ministry of Health and Family Welfare	Designation:	Stores and Procurement Officer
Department:	Department of Health and Family Welfare	Email ID:	harendra.dey@nic.in
Organisation Name:	North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences (NEIGRIHMS)	GSTIN:	N
Office Name:	Neigrihms, Shillong	Address:	P.O. NEIGRIHMS, Mawdiangdiang, Shillong KHASI HILLS EAST MEGHALAYA - 793018

Financial Approval Detail		C - 943 / 2025-26, dt: 22/8/2025
Designation of official providing Administration approval:	Director- File No. STOPRO-OSUR/1/2025-Stores-Part(1) -Compulsory KHADC license and other statutory licenses as per norms	RCC- Asset
IFD Concurrence / Competent Authority (HOD / Head of Office) Approval Required?	YES	
Budget availability	YES	
Designation of official providing Financial approval:	DDA FA with C- 943/25-26 dt. 22.8.2025GIA - Asset ,KHADC- Tripartite Agreement for provision of stores and service with OEM in 21 days. Approved vide C-03/80th PC	
Designation Function/Budget Head of Account:	NA	
IFD/Competent Authority Diary No:	c943	
IFD/Competent Authority Diary Date:	2025-08-22	
Financial Year:	NA	
DDO:	NA	
PD Code:	NA	
Grant No:	NA	

Seller Details	
Company Name:	Elke Drugs Distributor
Email ID:	elkedrugs@yahoo.com
Address:	Elke Drugs Distributor SHILLONG MEGHALAYA - 793003

Product Details						
#	Item Description	Model	Ordered Quantity	Unit	Price per Unit inclusive of all Duties and Taxes (in INR)	Total Price (inclusive of all Duties and Taxes (in INR))
1	SHALYA Remote & Table mounted General Operating Table	Flex 500	3	pieces	4749500.0	14248500.0
Total Order Value (in INR)						14248500.0

Consignee Details						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Khrawkupar Jithod Katrai con18.neigrihms.ml@gembuyer.in P.O. NEIGRIHMS, Mawdiangdiang, Shillong KHASI HILLS EAST MEGHALAYA - 793018	SHALYA Remote & Table mounted General Operating Table	-	3	29-Aug-2025	27-Nov-2025

Terms & Conditions

- 1. This issues under the power delegated to Ministries/Department of the Government of India/organization/state vide Annexure to schedule V of the Delegation of Financial Power Rules, 1978 as amended from time to time or as per applicable delegation of financial power rules as approved and amended time to time by the competent authority of the buyer organization.

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

Film on

(1) MS/DMS/B. C. Harnes / Klu
on V Type / L. C. Harnes / ABO - yellow
Kee / ABO

(2) DDA / COF AO / Steel for Level
also known as ABO Harnes / also known

RCC/G- 08/2025-26, dt: 26/9/2025

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687751881332

अनुबंध तिथि | Generated Date : 29-Aug-2025

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: GEM/2024/B/5337776

अनुसूची नाम | Schedule Name: Schedule 2

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रकार Type : Central Autonomous मंत्रालय Ministry : Ministry of Health and Family Welfare विभाग Department : Department of Health and Family Welfare संगठन का नाम Organisation Name : North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences (NEIGRIHMS) कार्यालय क्षेत्र Office Zone: Neigrihms, Shillong	पद Designation : Stores and Procurement Officer संपर्क नंबर Contact No. : 0364-2539032-213 ईमेल आईडी Email ID : harendra.dey@nic.in जीएसटीआईएन GSTIN : N पता Address : P.O. NEIGRIHMS, Mawdiangdiang, Shillong, KHASI HILLS EAST, MEGHALAYA-793018, India

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Yes सहमति : Concurrency : प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: Director- File No. STOPRO-OSUR/1/2025-Stores-Part(1)-Compulsory KHADC license and other statutory licenses as per norms वित्तीय अनुमोदन का पदनाम Designation of Financial Approval: DDA FA with C- 943/25-26 dt. 22.8.2025GIA - Asset, KHADC- Tripartite Agreement for provision of stores and service with OEM in 21 day s. Approved vide C-03/80th PC	Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : Thwet Star Syngkon ईमेल आईडी Email ID : thwet.syngkon@neigrihms.gov.in जीएसटीआईएन GSTIN : - पता Address : P.O. NEIGRIHMS, Mawdiangdiang, Shillong, KHASI HILLS EAST, MEGHALAYA-793018, India

C - 943/2025-26, dt: 22/8/2025

विक्रेता विवरण Seller Details
जेम विक्रेता आईडी GeM Seller ID : 89BD180000108042 कंपनी का नाम Company Name : Elke Drugs Distributor संपर्क नंबर Contact No. : 08794707022 ईमेल आईडी Email ID : ekedrugs@yahoo.com पता Address : BLOCK 3, NONGRIMBAH, NEAR BEAT HOUSE, LAITUMKHAH, SHILLONG, MEGHALAYA-793003, - एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-ML-04-0000023 जीएसटीआईएन GSTIN: 17ABOPL8727A1ZJ (R) खरीदार द्वारा मूल्यांकित एमआईआई स्थिति MII Status as evaluated by buyer : Verified खरीदार द्वारा सत्यापित एमएसएमई स्थिति MSME Status as verified by buyer : Not Verified एमएसई सामाजिक श्रेणी MSE Social Category : ST एमएसई लिंग श्रेणी MSE Gender : Female

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Buyer

वितरण निर्देश | Delivery Instructions : Consideration vide Minutes of the 80th Procurement Committee meeting held on 23rd June, 2025 at Nirman Bhavan vide agenda item no.- C-03/80.

#	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 : SHALYA Remote & Table mounted General Operating Table ब्रांड Brand : SHALYA ब्रांड प्रकार Brand Type : Registered Brand कैटलॉग की स्थिति Catalogue Status: OEM verified catalogue कैसे बेचा जा रहा है Selling As : OEM verified Reseller श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : General Operating Table (Q3) मॉडल Model: Flex 500 एक्सएचएस कोड HSN Code: HSN not specified by seller	3	pieces	4,749,500	NA	14,248,500

कुल ऑर्डर मूल्य | Total Order Value (in INR)

14,248,500

प्रेषिती विवरण | Consignee Detail

क्र.सं. S.No	प्रेषिती Consignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	दिनांक के बाद डिलीवरी शुरू करना है Delivery Start After	वितरण पूरा करने तक करना है Delivery To Be Completed By
1	<p>पद Designation :- ईमेल आईडी Email ID :- con18.neigrihms.m@gmail.com संपर्क Contact : 0364-2538044- जीएसटीआईएन GSTIN :- पता Address : P.O. NEIGRIHMS, Mawdlangdiang, Shillong, KHASI HILLS EAST, MEGHALAYA-793018, India</p>	SHALYA Remote & Table mounted General Operating Table	-	3	29-Aug-2025	27-Nov-2025

Product Specification for SHALYA Remote & Table mounted General Operating Table

विनिर्देश Specification	उप-विनिर्देश Sub-Spec	मूल्य Value
Standards	UMDNS Names	Tables, Operating-13961 , Operating Tables, Spinal-23732 , Operating table, multi-Specialty-25217 , Operating Tabletops - 25215
	Clinical Applications in General for the Operating Table	Most operating tables are divided into three or more hinged sections. The principal divisions are the head, body, and foot sections. The head section can be removed and replaced by headrests (for use in cranial and eye surgery). The foot section can also be moved or removed for certain procedures (e.g., cystoscopy, endourology, urology, gynecology). Extensions can be added to the foot section to accommodate tall patients. In some models, the head and foot sections are interchangeable so that the patient can be reversed for extended radiographic imaging or special procedures
	Conformity to Standards	European CE and US FDA
	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	Electro-hydraulic
	Type of mechanism for functioning or controlling the table movements	Remote & Table mounted
	Remote controlled positions	Trendelenburg / reverse Trendelenburg, lateral tilt, longitudinal shift, 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
	Range of Table top length	1900 mm-2100 mm
	Range of Table top width	500 mm-580 mm
	Range of Table top Height	635 mm to 1035 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
	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 45° to 90°
	Back Section UP/Down Angle, Range	upto 90° to 30°

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Table Positions	Horizontal Positioning, Range	0° to 90°
	Leg Section UP/Down, Range	20°-90°
	Flex	upto 230°
	Reflex	upto 100°
	Table top longitudinal sliding, Range	NA
	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 provided	Yes
	Battery backup of operating table in hrs	3 or more than 3 hrs
	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
Standards Accessories	Number of Anesthetic Screen with side clamp & lock	1
	Number of Arm rest with side clamp & lock	1.pair
	Number of Shoulder support with side clamp & lock	1 pair
	number of Leg support or Lithotomy with side clamp & lock	1 pair
	Number of Extension bar	1 pair
	Number of Horizontal Attachments	1
	Bariatric table Extensions- Only for Bariatric Procedures-2 Inch Full set	No
	Bariatric table Extensions- Only for Bariatric Procedures-4 Inch Full set	No
	Radial setting clamp - 1 pair	No
	Restraint body strap-1pair	Yes
	Foot Support-1 no	Yes
	Bolster Pillow-1no	Yes
	Remote-1 no	Yes
	TV pole and Bracket	Yes
Power requirements	Power input to be 220-240V AC, 50Hz as appropriate fitted with Indian plug	Single phase 220-240 Volt, 50 Hz (AC Supply)
	Warranty (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)	5

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Reports	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

व्यापक रखरखाव के लिए शुल्क | Comprehensive maintenance charges for SHALYA Remote & Table mounted General Operating Table

सेवा वर्ष Service Year	सीएमसी प्रतिशत CMC Percentage	कर विभाजन Tax Bifurcation
CMC charges for 1 st year after warranty period in % of cost of equipment	4.8%	NA
CMC charges for 2 nd year after warranty period in % of cost of equipment	4.8%	
CMC charges for 3 rd year after warranty period in % of cost of equipment	4.8%	
CMC charges for 4 th year after warranty period in % of cost of equipment	4.8%	
CMC charges for 5 th year after warranty period in % of cost of equipment	4.8%	

खरीदार परिभाषित अतिरिक्त विशिष्टता के लिए | Buyer Defined Additional Specification for SHALYA Remote & Table mounted General Operating Table

विनिर्देश Specification	मूल्य Value
Detail technical specifications in the "Buyer uploaded ATC document " will supersede the above-mentioned specification at SI no 2 major OT table with Accessories"	Detail technical specifications in the "Buyer uploaded ATC document " will supersede the above-mentioned specification & compliance has to be uploaded considering the Specification attached in "Buyer uploaded ATC document ", Failing which bid will not be considered for further evaluation SI no 2 "Major OT table with Accessories"

सुद्धिपत्र | Corrigendum

- तक बढ़ाया गया | Extended Upto : 2024-10-17 14:00:00
- तक बढ़ाया गया | Extended Upto : 2024-11-04 14:00:00

सीएमसी के लिए अतिरिक्त खंड | Additional Clauses for CMC

- CMC shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, after satisfactory completion of Warranty. During the CMC 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 or as per user requirement. Cost of consumables shall not be included in CMC. Further there will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
- CMC charges to be indicated as percentage of cost of equipment quoted for each year after the warranty period.
- GST shall be included in the CMC Charges quoted.
- Cost of CMC will be added for Ranking/Evaluation purpose with depreciation formula. A 10% discounting rate per year shall be applied on CMC Charges for price evaluation on Net Present Value.
- The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user.
- While creating a bid or RA, buyers shall indicate whether CMC is required against Yes/No" options. If CMC Charges are Included, an option for number of years for CMC required after the warranty period shall be available. Under this option up to 10 years can be chosen for CMC charges beyond warranty period.
- In case the bid has a provision for CMC, the warranty of the product will also be deemed to have been converted into Comprehensive warranty including preventive maintenance and calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, during the Warranty Period also. Sellers are therefore advised to include the cost of Comprehensive Warranty including spares (excluding consumables) also in product Cost.
- The CMC functionality shall be available in bid only and no direct RA shall be applicable. In case of bid to R/A decrement rules shall be applicable on total price inclusive of CMC charges. Bunching of products shall not be available while creating bids with CMC charges.

8.1. Buyer shall indicate number of years of warranty by selecting different options available in the field depending on warranty parameter applicable in category parameters for the equipment. No. of years of warranty indicated here shall supersede the warranty period indicated elsewhere in bid or product specifications. The Seller while participating in Bid/RA will get fields to indicate CMC charges as percentage depending on number of years of CMC selected by Buyer. The following shall be

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applicable, If 5 year CMC selected:

- CMC charges for 1st year after warranty period- Percentage to be indicated- A1
- CMC charges for 2nd year after warranty period- Percentage to be indicated- A2
- CMC charges for 3rd year after warranty period - Percentage to be indicated- A3
- CMC charges for 4th year after warranty period - Percentage to be indicated- A4
- CMC charges for 5th year after warranty period - Percentage to be indicated- A5

Similarly, A6 to A10 are to be indicated for 6th to 10th year of CMC if applicable.

8.2. The calculation of CMC Charges shall take into account the number of years of warranty and duration of CMC as specified while creating bid.

8.3. In the price evaluation, the system shall provide function to calculate the cost of each equipment by formula indicated below including CMC and then show the inter-se-ranking of the bidders. The following are the variables

- (i) Number of years for which CMC required.
- (ii) Number of years of product warranty

The formula for calculating total cost including CMC charges shall be as under:

Total Cost for evaluation=

$C + C \times \{(A1/100)/(1.10^n) + (A2/100)/(1.10^{n+1}) + (A3/100)/(1.10^{n+2}) + (A4/100)/(1.10^{n+3}) + (A5/100)/(1.10^{n+4})\}$ and so on

C - Cost for equipment quoted and n shall be number of years of product warranty specified.

If 2 year warranty specified, n shall be 2 and if 5 year warranty specified, n shall be 5. A1, A2, A3, A4 & A5 shall depend on how many years CMC selected. For 3 year CMC, only A1, A2 and A3 factors are to be taken into account and A4 and A5 will not be applicable.

8.4. CMC charges offered for each subsequent year should be same or higher than preceding year.

8.5. The CMC charges shall be offered within range of 3 to 25% of cost of equipment.

9. Since CMC charges are to be paid only later for each year during CMC period, applicable performance guarantee amount after placement of contract shall be based on the cost of equipment excluding the cost of CMC Charges.

10. Performance bank guarantee applicable for CMC is to be submitted at start of the CMC and shall be applicable between 2.5% to 10% as specified in bid on total CMC Charges. The PBG submitted after award of contract shall be released only after new PBG for the CMC period is submitted and accepted by buyer/consignee after due verification. Bank guarantee for CMC is to remain valid till completion of CMC period plus one year. The bank guarantee for CMC shall be submitted to buyer directly. In case, seller fails to submit the PBG or does not provide services for the CMC contract after expiry of warranty period then PBG of equipment shall be forfeited.

11. In case of splitting of order quantity, equipment cost and CMC charges offered by L1 bidder shall be matched by higher quoting eligible bidders on one-to-one basis. The equipment cost and CMC charges (year to year) shall be matched individually.

12. The CMC Contract shall be an offline contract to be handled by buyer. The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user and scope of CMC will be as per para 1 above.

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank:	Bank Of Baroda
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	3.00
बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा The bidder shall furnish ePBG as applicable as per bid's terms and conditions	

नियम और शर्तें | Terms and Conditions

1. Special terms and conditions- Version:2 effective from 24-11-2023

- 1.1 1. All Provisions of Drugs and Cosmetics Act, 1940 and Rules made there under as amended till date will always be applicable. This will include all notifications issued by Central Drugs Standard Control Organisation (CDSCO), Ministry of Health & Family Welfare (MoHFW) and Department of Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers time to time in this regard.
2. The sellers are registered on GeM based on self-declaration of valid Drug License, product certification, test reports etc. However, buyers must check and validate the details at their end for all applicable licenses and certifications e.g., validity and authenticity/genuineness of drug license, product certification, manufacturer certification/licenses, test reports etc.
3. The price offered by the seller shall not, in any case exceed the DPCO controlled price, if any, fixed by the Central/State Government, the Maximum Retail Price (MRP) and the selling price. The seller must reduce the prices if there is any reduction in DPCO ceiling price, if any.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.

10. 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.
11. Software: All software updates should be provided free of cost during warranty period.
12. 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
- 2.3 All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

3. Buyer Added Bid Specific Terms and Conditions-

3.1 Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.

3.2 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

File no:- NEIGR/S&P/R-04/2023-24

Agenda 13/71 of 71st PC , 16 & 17/11/2023

Scope of work & Document details	
A	Following mandatory documents must be attached in the bid document as specified, failing which bid will be treated as "non-responsive"
1	Cost of spares, consumables and accessories not covered under warranty and CMC period shall be offered as percentage value of the system/Unit in the Technical Bid Additional Doc1 (Requested in ATC)"
2	Documents with regard to Details compliance statement to be attached At "Additional Doc 2(Requested in ATC)"
3	Documents with regard to Original Literature, Product catalogue ,Technical datasheet from the firm/O.E.M with Highlighting as per the technical specification must attach At "Additional Doc 3(Requested in ATC)"
4	Documents with regard to list of Offering/Quoted items mentioning make, model & quantity of each items must be "Additional Doc 4(Requested in ATC)"
5	Component wise pricing of all items etc , must be submitted in the "Financial Document" .Not in technical Bid Any Detail price bid/Component wise pricing should not be attached in the technical bid ,failing which bid will be consider as "Techno Commercially Non Responsive "
B	Warranty and Maintenance
1	Warranty for 5 years followed by CMC for 5 years including Spares & service for all the items supplied In this particular tender including third-party items and turnkey works .
2	Mandatory 2 PMs / Year with unlimited breakdown calls has to be attended by the Bidder/manufacturer throughout the warranty & CMC period at site.i.e. NEIGR HMS, SHILLONG.
3	Duly signed Mandatory PM reports has to be submitted periodically, failing which necessary action will be initiated as per term& condition of the tender.

[Handwritten signature]

3 E-bidders have to adhere to Government of India, Ministry of Finance, PPD division Public procurement order OM F.No.6/18/2019-PPD dated 23rd July, 2020 inserting Rule 144(XI) in GFR 2017, No 1 dated: 23/7/2020 and subsequent Orders No 2 & 3 as amended from time to time, failing which the bids shall be treated as non-responsive.

B. Buyer Added Bid Specific Terms and Conditions

1. Generic

End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

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 3 years 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. Generic

IT equipment shall be IPv6 ready from day one.

4. Generic

Installation, Commissioning, Testing, Configuration, Training (As applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorized Reseller.

5. Generic

Upload Manufacturer authorization: Wherever Authorized Distributors are submitting the bid, Manufacturers Authorization Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail id and Phone No. required to be furnished along with the bid.

6. Generic

The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price: All the items and accessories as per Technical Specification.

7. Generic

The Buyer has an existing set up / inventory of similar products. The offered / supplied product must be compatible with existing system. The bidder has to ensure Compatibility of the supplied items or shall have to include in the supply the necessary hardware / software to make them compatible at no extra cost to the buyer. The details of items with which compatibility is required are as under: all the spares including UPS, PC, battery, Printer, Probes & upgradation of System Software & third party Software

8. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Com

For the Buyer

For the Seller

missioning of Goods ,Training of operators and providing Statutory Clearances required (if any)

9. Turnover

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / Incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

10. Turnover

OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / Incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

11. OEM

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

12. Purchase Preference (Centre)

As per DPIIT notification at the time of e-tender, bidding or solicitation the bids shall be required to indicate percentage of local content and provide self-certification (by Director/ Company Secretary) and also give details of the location/s at which value addition is made. Since the bidder here is not the local supplier, the same was required to be obtained from the "Class-I local supplier /Class II local supplier"

Further the details of Calculations of local content areas under:

Question 1. How to calculate Local Content?

Answer: Para 2 of the PPP-MII Order, 2017 (as amended on 16.09.2020) defines local content as

Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

Mathematically,

Local content = (Sale price - Value of imported content) * 100/ Sale price

Where, "Sale price" means price excluding net domestic indirect taxes and "Value of imported content" means price of imported content inclusive of all customs duties

Question 2. How to calculate Local Content in bids involving supply of multiple items from single bidder?

Answer: In case of bids requiring supply of multiple items (say "X1", "X2" and "X3") by a single bidder, the local content in the bid shall be

Local content = ((Sale price of "X1" - Value of imported content in "X1") + (Sale price of "X2" - Value of imported content in "X2") + (Sale price of "X3" - Value of imported content in "X3")) * 100/ (Sale price of "X1" + Sale price of "X2" + Sale price of "X3")

13. Service & Support



Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

14. Service & Support

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

15. Service & Support

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

16. Certificates

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.

17. Certificates

The OEM of the offered products must have BIS/WHO-GMP/ CDSCO Indian certification or alternate certification as recognized by Government of India

18. Certificates

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

19. Certificates

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.

20. Certificates

To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid): All the product model specific quality certifications like EUROPEAN CE/FDA/BIS & electrical safety certificates IEC .

21. Warranty

Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide Comprehensive Maintenance Service for next 5 years for the offered products at the rate not more than 5% of contract price per annum. Buyer reserves the right to enter into a CMC agreement with the Successful Bidder / OEM after expiry of the Warranty period at a above mentioned rate and the payment for the CMC charges would be made Biannually after rendering of the CMC Services of the relevant CMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the CMC contract when called upon by the buyer. CMC would include cost of all the spares including UPS, PC, battery, Printer, Probes & upgradation of System Software & third party Software (Upload the undertaking). The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 5% of total CMC value valid up to CMC period plus 2 months (if there is no other claim).

22. Warranty



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.

23. Warranty

Over and above the normal Warranty terms as per GeM GTC, the successful bidder / OEM shall have to provide Comprehensive Warranty during the entire Standard warranty period as per contract. : The comprehensive warranty shall be covering the following scope all the spares including UPS, PC, battery, Printer, Probes & upgradation of System Software & third party Software (Upload an undertaking with the bid confirming compliance by the bidder if Bidder is taking onus of this compliance. In case OEM is taking onus of this compliance, OEM undertaking is to be uploaded along with Bidder undertaking)

24. Warranty

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

25. Warranty

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days' time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

26. Past Project Experience

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- a. Purchase Order copy along with invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

27. Past Project Experience

The Bidder / OEM (themselves or through reseller(s)), should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:

- (i) Single order of at least 35% of estimated bid value; or
- (ii) Two orders of at least 20% each of estimated bid value; or
- (iii) Three orders of at least 15% each of estimated bid value.

Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion

28. Forms of EMD and PBG



Bidders can also submit the EMD with Account Payee Demand Draft in favour of NEIGRIHMS EMD SECURITY DEPOSITS payable at MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA . Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within Bid End date & time / Bid Opening date & time.

29. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy / proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within Bid End date & time / Bid Opening date & time.

30. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of NEIGRIHMS EMD SECURITY DEPOSITS payable at MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA . Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within Bid End date & time / Bid Opening date & time.

31. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / Internet banking in Beneficiary name NEIGRIHMS EMD SECURITY DEPOSITS Account No. 30270200000027 IFSC Code BARB0MAWDIA Bank Name BANK OF BARODA Branch address MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA . Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

32. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of NEIGRIHMS EMD SECURITY DEPOSITS payable at MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA . After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

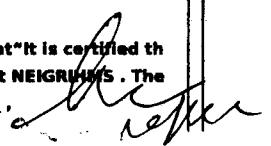
33. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of NEIGRIHMS EMD SECURITY DEPOSITS A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

34. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / Internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name NEIGRIHMS EMD SECURITY DEPOSITS Account No. 30270200000027 IFSC Code BARB0MAWDIA Bank Name BANK OF BARODA Branch address MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

29. RELATIONSHIP CERTIFICATE in Bidder's letter Head with detail Declaration must be submitted in the following format "It is certified that I/We, the undersigned, do (With Detail name & details) do not have relationship with any of the employees working at NEIGRIHMS. The above statement is true and is submitted against the GeM Tender Enquiry _____ Dated _____



Date: _____

(Signature) Name of the Company/Firm Seal

30. In case of need of fulfilment of statutory requirement for receipt/Installation /Operation of stores /system such as AERB clearance /approval , PC-PNDT, Clearance from fire department, environmental /Site clearance etc ,the delivery/Installation period shall commence from the date of obtaining such clearance .

31. In order to ensure provision of services(cmc) ,spares, consumables ,reagents for the quoted system as per condition bidding and to ensure compliance as per the provisions of the Contract Acts as amended from time to time, a triparted agreement is required to be concluded in prior to Final Acceptance of the store/System .

(C) 30. Additional Terms and conditions & Scope of Work for CMC

Tenderer/Vendors/contractor should note that the following terms and conditions will apply specifically in addition to the Rules and the Regulation as applicable to such provide services in the Government of India.

1. Comprehensive Annual Maintenance Contract must include Labour, spares & Preventive Maintenance of all the excluding of battery, Accessories/Consumables
2. The terms and conditions of the tender and the agreement executed will be binding on the vendor/contractor. This offer is being issued in accordance with the terms & conditions of NEIGRIHMS /Government of India and in the manner specified herein shall operate to create a specific contract between the vendor/contractor (with whom the contract referred to) on one part and NEIGRIHMS, Shillong, on the other part.
3. The required spares to be replace must be genuine and certified from the OEM.

4. Repairs to be undertaken should be within specified configuration and maintaining the integration on internal circuit of equipment, any deviation on configuration/ specification the repair will not be acceptable. After repairs, a certificate to the effect that the equipment is in working order and safe for patient care and non-hazardous for the handler shall be submitted by the CMC holder

5. Tenderer/Vendors/contractor is responsible to provide electrical and patient safety certificate after major repair of equipment which are used for direct patient care.
6. The system must be checked & calibrated after every spare changes and detail service report must be submitted to the user & BME.
7. 2 nos of Periodic preventive maintenance is mandatory irrespective of unlimited service /breakdown calls.
8. Same /Similar Standby system must be provided by the bidder if the system needs to send to workshop for any major repair.
9. Receipt of this offer may be acknowledged and a copy duly signed/stamped by the authorized signatory should be submitted before finalization of the agreement.
10. The Performance security shall be denominated in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any nationalized bank in India or Bank Guarantee issued by a nationalized bank in India, pledge in favor of Deputy Director, NEIGRIHMS, and Shillong-793018 for an amount equivalent to 3% of the total cost of annual CMC. The validity of the Fixed Deposit receipt or Bank Guarantee will be upto 2 months beyond CMC period.

11. It may also be noted that there should be no negligence in providing services of any type, if any, complaint is received the contract will be terminated with immediate effect.

12. There will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period. The vendor shall ensure optimum uptime of the system during CMC period, failing which the initiator shall initiate stern action, as deemed fit.
13. During Comprehensive Maintenance Contract period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/ technical/ operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
14. Processing of bill may be considered on yearly basis with satisfactory report from the user department. The AMC/CMC bills should be certified by the concerned Head of the Department/ in- Charge , BME and the respective DMS/MS.
15. Software updates should be provided free of cost during CMC. The first service call by the team of service engineers should be within 7 days of issue of this order.
16. Settlement of disputes - Director, NEIGRIHMS or his authorized representative shall be the final authority in all disputes and decision will be binding on all concerned.
17. All other terms & conditions are as per award of contract mentioned in pre-page.
18. Bidders are required to sign the CMC contract agreement within 15 (fifteen) days from the issue of the letter of award/supply order, failing which EMD/security deposit may be forfeited or Contract declared null and void.

Important Note

Detail technical specifications in the "Buyer uploaded ATC document " will supersede the above-mentioned specification & compliance has to be uploaded considering the Specification attached in "Buyer uploaded ATC document " , Failing which bid will not be considered for further evaluation

3.3 Buyer Added Bid Specific ATC:

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

नोट: यह सिस्टम जनरेट 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.