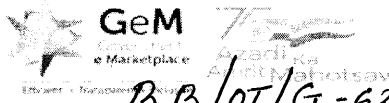


## Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687794857846

Generated Date | अनुबंध तिथि: 11-Sep-2023

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: GEM/2023/B/3808979

BB/OT/G-620/2023-24

## Organisation Details | संगठन विवरण

Type | प्ररूप : Central Autonomous  
Ministry | मंत्रालय : Ministry of Health and Family Welfare  
Department | विभाग : Department of Health and Family Welfare  
Organisation Name | संगठन का नाम : North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences (NEIGRIHMS)  
Office Zone | कार्यालय क्षेत्र : Neigrihms, Shillong

dt: 12/09/2023

## Buyer Details | खरीदार विवरण

Designation | पद : Stores and Procurement Officer  
Contact No. | संपर्क नंबर : 0364-2539032-213  
Email ID | ईमेल आईडी : harendra.dey@nic.in  
GSTIN | जीएसटीआईएन : N  
Address | पता : P.O. NEIGRIHMS, Mawdiangdiang, Shillong, EAST KHASI HILLS, MEGHALAYA-793018, India

C-07/2023-24/pt

## Financial Approval Detail | वित्तीय स्वीकृति विवरण

IFD  
Concurrence | Yes  
आईएफडी सहमति :  
Designation of  
Administrative Director, File No:-NEIGR/S&P/ C-07/2022-23, BB FOR 1 NO OF OLD Plas  
Approval | ma Sterilizer (Human Mediteck) at Rs 6,29,999.99 against DRV of Rs.5,8  
प्रशासनिक 1,964 - processed vide Agenda 31 of IPC 2/2023-24,30/06/2023  
अनुमोदन का  
पदनाम:  
Designation of Financial  
Approval | DDA & DFA DDA & DFA -C-698/23-24 -27-07-23  
वित्तीय अनुमोदन  
का पदनाम : C-698/2023-24, dt: 27/7/2023

## Paying Authority Details | भुगतान प्राधिकरण विवरण

Role: PAO  
Payment Mode | Offline  
भुगतान का तरीका:  
Designation | पद : A Accounts officer  
Email ID | ईमेल आईडी : accounts.neigrihms@nic.in  
GSTIN | जीएसटीआईएन : N  
Address | पता : P.O. NEIGRIHMS, Mawdiangdiang, Shillong, KHASI HILLS EAST, MEGHALAYA-793018, India

## Seller Details | विक्रेता विवरण

GeM Seller ID | जेम विक्रेता आईडी : 156D180000097644  
Company Name | कंपनी का नाम : MEDEX INDIA PRIVATE LIMITED  
Contact No. | संपर्क नंबर : 09811145565  
Email ID | ईमेल आईडी : medexindia@gmail.com  
Address | पता : DD 36, KALKAJI, NEW DELHI, DELHI-110019, -  
MSME verified | एमएसएमई सत्यापित : No  
MSME Registration number | एमएसएमई पंजीकरण संख्या : -  
GSTIN | जीएसटीआईएन : 07AAACM9017E1ZP

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

Delivery Instructions | वितरण निर्देश : NA

## Product Details | उत्पाद विवरण

#	Item Description   आइटम विवरण	Ordered Quantity   आइटम विवरण	Unit   इकाई	Unit Price (INR)   इकाई मूल्य (INR)	Tax Bifurcation (INR)   कर विभाजन (INR)	Price (Inclusive of all Duties and Taxes in INR)   मूल्य (INR में सभी शुल्क और कर सहित)
1	Product Name   उत्पाद का नाम : Hydrogen Peroxide Decontamination System Brand   ब्रांड : RENOSEM Brand Type   ब्रांड प्रकार : Registered Brand Catalogue Status   कैटलॉग की स्थिति : Catalogue not verified by OEM Selling As   कैसे बेचा जा रहा है : Reseller not verified by OEM Category Name & Quadrant   श्रेणी का नाम और चतुर्थांश : Hydrogen Peroxide Decontamination System (Q3) Model   मॉडल : RENO-S130D HSN Code   एचएसएन कोड : HSN not specified by seller	1	pieces	4,860,000	GST   जीएसटी (18%) : 741,355.932 GST Cess 1   जीएसटी उपकर 1 (0%) : 0 GST Cess 2   जीएसटी उपकर 2 (0 per accounting unit) : 0 Input Tax Credit (ITC) on GST   जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) : - ITC on GST Cess 1   जीएसटी उपकर पर आईटीसी 1 : - ITC on GST Cess 2   जीएसटी उपकर पर आईटीसी 2 : -	4,860,000
Total Order Value   कुल ऑर्डर मूल्य (in INR)						4,860,000

## Consignee Detail | परेषिती विवरण

Delivery Start After |  
Store & Procurement Officer  
NEIGRIHMS Shillong

S.No./क्र.सं.	Consignee/परोक्षिती	Item/वस्तु	Lot No./लॉट नंबर	Quantity/मात्रा	दिनांक के बाद डिलीवरी शुरू करना है	Completed By/वितरण पूरा कब तक करना है
1	Designation/पद :- Email ID/ईमेल आईडी : con18.neigrihms.ml@gembuyer.in Contact/संपर्क : 0364-2538044- GSTIN/जीएसटीआईएन :- Address/पता : P.O. NEIGRIHMS, Mawdiangdiang, Shillong, EAST KHASI HILLS, MEGHALAYA-793018, India	Hydrogen Peroxide Decontamination System	-	1	11-Sep-2023	10-Dec-2023

#### Product Specification for Hydrogen Peroxide Decontamination System

Specification/विनिर्देश	Sub-Spec/उप-विनिर्देश	Value/मूल्य
Custom Specification	Custom Specification	Yes

#### Comprehensive maintenance charges for व्यापक रखरखाव के लिए शुल्क Hydrogen Peroxide Decontamination System

Service Year/सेवा वर्ष	CMC Percentage/सीएमसी प्रतिशत	Tax Bifurcation/कर द्विभाजन
CMC charges for 1 st year after warranty period in % of cost of equipment	3%	GST/जीएसटी: 18% GST Cess 1/जीएसटी उपकर 1: 0% Input Tax Credit (ITC) on GST/जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी): - ITC on GST Cess 1/जीएसटी उपकर पर आईटीसी 1: -
CMC charges for 2 nd year after warranty period in % of cost of equipment	3%	
CMC charges for 3 rd year after warranty period in % of cost of equipment	3%	
CMC charges for 4 th year after warranty period in % of cost of equipment	3%	
CMC charges for 5 th year after warranty period in % of cost of equipment	3%	

#### Seller Specification Document/विक्रेता विशिष्टता दस्तावेज़:

1. <u>SpecificationDocument1</u>	mkp.gem.gov.in/catalog_data/catalog_support_document/24/73/647/CatalogAttrs/SpecificationDocument/2023/8/12/2023_08_12_11_35_10_hydrogen_2023-08-09-17-32-02_71_2023-08-12-11-35-13_86c1c24b78fc e07d046bc9d30e9713b8.pdf
----------------------------------	--

#### Buyer Specification Document/खरीदार विशिष्टता दस्तावेज़:

1. <u>SpecificationDocument</u>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/52738/54/78/703/CatalogAttrs/SpecificationDocument/2023/8/9/hydrogen_2023-08-09-17-32-02_7104b1b2b8b50a4288ad6db2d3e28c18.p df
---------------------------------	--

#### Additional Clauses for CMC/सीएमसी के लिए अतिरिक्त खंड

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

Store 3  
NEIGRIHMS Shillong-18

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=

$C + C * \{(A1/100)/(1.10^n) + (A2/100)/(1.10^{n+1}) + (A3/100)/(1.10^{n+2}) + (A4/100)/(1.10^{n+3}) + (A5/100)/(1.10^{n+4})\}$  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 10% 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 5% 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.

#### ePBG Detail | ईपीबीजी विवरण

Advisory Bank | सलाहकार बैंक :

Bank Of Baroda

ePBG Percentage(%) | ईपीबीजी प्रतिशत (%) :

3.00

The bidder shall furnish ePBG as applicable as per bid's terms and conditions | बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा

#### General Clauses w.r.t RCM/FCM | आरसीएम/एफसीएम के संबंध में सामान्य खंड

- Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.
- For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.
- For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.
- For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess.
- For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

#### Terms and Conditions | नियम और शर्तें

##### 1. General Terms and Conditions-

- 1.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 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. Buyer Added Bid Specific Terms and Conditions-

###### 2.1 Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

###### 2.2 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

**File No: -NEIGR/S&P/ C-07/2022-23**

**Agenda C7/64 of 64<sup>th</sup> PC**

**Scope of work & Document details: for Buy back Cases**

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 ATC1/2
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 item must be "Additional Doc 4(Requested in ATC)"
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. NEIGRIHMS, 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.
3	E-bidder 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) & 153 in GFR 2017, No 1 dated: 23/7/2020 and subsequent Orders No 2 & 3 or as amended from time to time, failing which the bids shall be treated as non-responsive.

**Minimum Reserve Value for buy back of the old system**

Sl. No.	Description of Stores Make	Qty.	Minimum Reserve Declared Value
1.	Plasma Sterilizer (Human Mediteck)	01 Set	Rs.5,81,964
<p><b>Note:</b></p> <ul style="list-style-type: none"> <li>- The price offered in the e-price bid /BOQ shall be considered as <u>inclusive of the buyback value</u>.</li> <li>- The buyback value of the system /assets should <u>also be indicated in the AT C-1 &amp; financial Document as percentage of the offered FOB /Basic Cost</u> of the system /assets in order to arrive at Book /Reserve value for the record of the Institute.</li> <li>- The buy back value should essentially cover the Minimum Reserve Declared Value.</li> <li>-The Institute reserve the <u>right to trade or not to trade</u> the old existing machines offered while purchasing a new one.</li> </ul>			

## **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. are 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 Commissioning 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.

*[Handwritten signatures and stamps]*

*[Handwritten signature]*  
Procurement Officer  
18

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

Question2. 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 centre 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 bidder or 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

RECEIVED  
18/09/2020

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 quality & electrical safety certificates.

**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 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 a

*Stom & P. W. J. K. Shillong*  
*Stichman* *R. W. J. K. Shillong*



nd 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.

35. RELATIONSHIP CERTIFICATE in Bidders letter Head with detail Declaration must be submitted in the following format 12 / 17 "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 No. \_\_\_\_\_ Dated \_\_\_\_\_, Date: \_\_\_\_\_ (Signature) Name of the Company/Firm Seal \_\_\_\_\_

**( C ) 35. 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 e xcluding 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 AM C/CMC bills should be certified by the concerned Head of the Department/ In- Charge, BME and the respective DM S/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.

**2.3 Buyer Added Bid Specific ATC:**

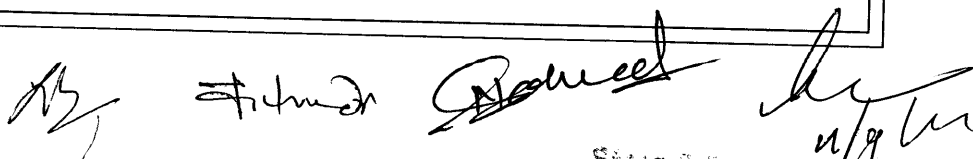
Buyer uploaded ATC document [Click here to view the file.](#)

Price Offered for Spares / Consumables | पुर्जों / उपभोग्य सामग्रियों के लिए प्रस्तावित मूल्य:

Price Offered for Spares / Consumables Document link | पुर्जों / उपभोग्य सामग्रियों के दस्तावेज़ लिंक के लिए प्रस्तावित मूल्य

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

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।

  
State & Procurement Officer  
NEIGRIHMS Shillong-18

BB/OT/G-620/2023-24, dt: 12/09/2023

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 Ministry: Ministry of Health and Family Welfare Department: Department of Health and Family Welfare Organisation: North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences (NEIGRIHMS) Name: Medical Sciences (NEIGRIHMS) Office Name: Neigrihms, Shillong	C-07/2023-24/Pt Name: Harendra Dey Designation: Stores and Procurement Officer Email ID: harendra.dey@nic.in GSTIN: N Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong EAST KHASI HILLS MEGHALAYA - 793018

## Financial Approval Detail C-698/2023-24, dt: 27/7/2023

Designation of official providing Administration approval: Director, File No:-NEIGR/S&P/ C-07/2022-23, BB FOR 1 NO OF OLD Plasma Sterilizer (Human Mediteck) at Rs 6,29,999.99 against DRV of Rs.5,81,964 - processed vide Agenda 31 of IPC 2/2023-24,30/06/2023

IFD Concurrence / Competent Authority (HOD / Head of Office) YES  
Approval Required?  
Budget availability YES  
Designation of official providing Financial approval: DDA & DFA DDA & DFA -C-698/23-24 -27-07-23

## Seller Details

Company Name: MEDEX INDIA PRIVATE LIMITED  
Email ID: medexindia@gmail.com  
Address: MEDEX INDIA PRIVATE LIMITED  
NEW DELHI  
DELHI - 110019

## 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	Hydrogen Peroxide Decontamination System	RENO-S130D	1	pieces	4860000.0	4860000.0
Total Order Value (in INR)						4860000.0

## Consignee Details

S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Khrawkumar Jithod Katrai con18.neigrihms.ml@gembuyer.in P.O. NEIGRIHMS, Mawdiangdiang, Shillong EAST KHASI HILLS MEGHALAYA - 793018	Hydrogen Peroxide Decontamination System	-	1	11-Sep-2023	10-Dec-2023

## Terms &amp; Conditions

- 1. This issues under the power delegated to Ministries/Department of the Government of India/organization/state vide Annexure to schedule V 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.

---

A handwritten signature in black ink, appearing to be 'hary' or 'hary' with a flourish.

Signature of the Buyer Organization  
Date: 10/10/2023