

Contract



Contract No: GMC-511687706274357

Generated Date: 18-Nov-2021

Bid/RA/PR No: GEM/2021/B/1509612

OT/G-648/2021-22, dt: 18/11/2021

Organisation 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
 Name: Medical Sciences (NEIGRIHMS)
 Office Zone: Neigrihms, Shillong

Buyer Details

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

Financial Approval Detail

IFD Concurrence: Yes
 Designation of Administrative Approval: Director Under ERCP-21-22
 Designation of Financial Approval: DDA(A) & DDO-FN. NEIGR/S&P/ A-7/21-22- Covid-19 Budget

Paying Authority Details

Payment Mode: Offline
 Designation: A Accounts officer
 Email ID: accounts.neigrihms@nic.in
 GSTIN: N
 Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong,
 KHASI HILLS EAST, MEGHALAYA-793018, India

C-46/2021-22, dt: 12/11/2021 (ECRP)

Seller Details

GeM Seller ID: DAAC180000312902
 Company Name: VIKAS MEDICAL DEVICES
 Contact No.: 09830083091
 Email ID: vikas@vikasmedical.com
 Address: 1ST FLOOR, Siddharth, 29, Dr. Rajendra Road, Bhawanipur,
 Kolkata, West Bengal-700020, -
 MSME verified: Yes
 MSME Registration number: WB10E0017211
 MSE Social Category: General
 MSE Gender: Male
 GSTIN: 19AADFV8788P1ZV

Handwritten notes and signatures:
 Under -
 ECRP-21-22
 [Signature]

*GST / Tax invoice to be raised in the name of - Buyer

Product Details

| # | Item Description | Category Name & Quadrant | Model | HSN Code | Ordered Quantity | Unit | Lead Time(Days) | Price (Inclusive of all Duties and Taxes in INR) |
|----------------------------|--|--|-----------|-----------------------------|------------------|--------|-----------------|--|
| 1 | Product Name : STORZ Flexible Fiber Optic Bronchoscope upto 5 Year Warranty Brand : STORZ Brand Type : Registered Brand Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM | Flexible Fiber Optic Bronchoscope (Q3) | 11001BNK4 | HSN not specified by seller | 1 | pieces | - | 688,800 |
| Total Order Value (in INR) | | | | | | | | 688,800 |

Consignee Detail

| S.No | Consignee | Item | Lot No. | Quantity | Delivery Start After | Delivery To Be Completed By |
|------|---|--|---------|----------|----------------------|-----------------------------|
| 1 | Designation: - Email ID: con18.neigrihms.ml@gembuyer.in Contact: 0364-2538044- GSTIN: - Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong, EAST KHASI HILLS, MEGHALAYA-793018, India | STORZ Flexible Fiber Optic Bronchoscope upto 5 Year Warranty | - | 1 | 18-Nov-2021 | 18-Dec-2021 |

Handwritten notes and signatures:
 1) 20 Pieces / BME /
 2) 18/11/21 / 20 Pieces / BME /
 3) 20 Pieces / BME /
 4) BME / 20 Pieces / BME /

Product Specification for STORZ Flexible Fiber Optic Bronchoscope upto 5 Year Warranty

| Specification | Sub-Spec |
|---------------|----------|
| | |

| Type | Adult | |
|--|--|--------|
| Optical system Field of view (in degrees) | 110° | |
| Depth of field (mm) | 3-50 | |
| Direction of view | Forward viewing | |
| Insertion tube outer diameter (mm) | 5.2 | |
| Distal end outer diameter (mm) | 5.2 | |
| Working length, (mm) | 540 | |
| Total length, (mm) | 820 | |
| Instrument Channel/Working channel inner diameter (mm) | 2.3 | |
| Wider minimum visible distance from distal end,(mm) | 3 or better | |
| Bending Section Angulation range UP (in degrees) | 180° | |
| Bending Section Angulation range DOWN (in degrees) | 130° | |
| It should have a closed suction mechanism | YES | |
| It should have portable halogen LED light source | YES | |
| it should be compact and light weight | YES | |
| Compatible light source, suction pump, leak tester and trolley in which entire assembly may be mounted | YES | |
| Training of staff in operating the system and disinfection procedures to be provided | YES | |
| "Sterilization Tray " | YES | |
| Insertion tube rotation function | YES | |
| Compatible with diagnostic and therapeutic high frequency treatment devices like electro Surgical procedures | With | |
| Light Source Xenon/LED light with scope compatibility with lamp life of at least 500 hours | LED | |
| "Electro-cautery instrument compatibility" | YES | |
| Power Capable of operating on 220V, 50Hz AC | YES | |
| Integrated with the entire system on a single trolley | YES | |
| Should have facility for pressure regulated leakage test | YES | |
| It should have endotracheal tube holder | YES | |
| It should have emergency back up lamp | YES | |
| It should be fully submersible for disinfection purpose | YES | |
| Class-1 Electric shock protection | YES | |
| Accessories | Should be supplied with all standard accessories including 3 different type of biopsy forceps, cytology brush -2 nos, fenestrated and cupped alligator forceps (no 2 each) cleaning brush - 1No, storage box and leak tester | YES |
| | Bronchoscope and accessories should be easily disinfected and sterilized with commonly available method/submersible | YES |
| | A undertaking to provide spare parts and accessories for a period at least upto 5 years after the completion of the warranty period to be provided | YES |
| Warranty | Onsite Comprehensive Warranty, (year) | 5 |
| | Must meet all warranty conditions that may be applicable | YES |
| Certificate | Certification available | US FDA |
| | Compliance to safety standards | YES |
| Test Report Details | Availability of Test Report from Central Govt/ State Govt/ NABL/ ILAC accredited lab (hint: Must be declared) | NO |
| | Test Report to be furnished to the Buyer on demand (Must be declared, write NA if Test Report is not available) | NA |

Note: Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

Buyer Defined Additional Specification for STORZ Flexible Fiber Optic Bronchoscope upto 5 Year Warranty

| Specification | Value |
|---------------|---|
| Light Source | light source, Sterile box & cable is not a part of the tender |

| | |
|--------------------------|---|
| Accessories | Should be supplied with listed accessories including 1 biopsy forceps, cytology brush -1 no's, fenestrated and cupped alligator forceps 1 no cleaning brush - 1No, and leak tester, storage box |
| Warranty & compatibility | 5 years warranty includes fiber/lens without physical damage ,The scope must be compatible to existing Karl Storz processor . |
| Buyback offer | Buyback offer must be inclusive in the price quoted & must be indicated as % in technical bid |

Corrigendum

1. Extended Upto : 2021-09-23 14:00:00
2. Extended Upto : 2021-09-27 14:00:00

Terms and Conditions

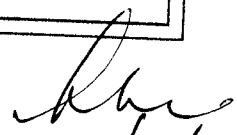
1. General Terms and Conditions-

- 1.1 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) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable
 - 1.2 Terms of delivery: Free Delivery at Site including loading/unloading. In respect of Items requiring installation and / or commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), and the cost of the same is also included in the Contract price.
 - 1.2.1 Contracted goods should be delivered at the consignee or designated delivery location as per the working time of the buying organisation. Seller may get the same confirmed from consignee before scheduling delivery.
 - 1.2.2 A copy of the contract should be available with the messenger / dispatching agency that delivers the Goods at consignee / delivery location (preferably pasted / attached outside the consignment / package) for easy reference and ease in delivery acceptance.
 - 1.3 Delivery period: The Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s). Any modification thereto shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC.
 - 1.4 Performance Security: If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.
 - 1.5 Taxes and Duties: Contract Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising Invoice / bill on GeM. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.
 - 1.6 Octroi Duty and / or other local taxes: Contract Prices are all inclusive hence no reimbursement over and above the contract price(s) shall be allowed to seller towards payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).
 - 1.7 Limitation of Liability: The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.
 - 1.8 Resolution of disputes: The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.
 - 1.9 Liquidated Damages: If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.
 - 1.10 Financial Certificate:
 - 1.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.
 - 1.10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.
 - 1.10.3 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.
 - 1.11 The bidder should submit a self declaration to the effect in bidder's official letter head that their agency have not been black listed by any Agency whatsoever till date.
- 2. Buyer Added Bid Specific Terms and Conditions-**
- 2.1 End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.
 - 2.2 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.
 - 2.3 Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

- 2.4 Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation 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.
- 2.5 Scope of supply (Bid price to include all cost components) : Supply installation Testing and Commissioning of Goods
- 2.6 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.
- 2.7 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.
- 2.8 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.
- 2.9 Indian suppliers of this item are not allowed to participate and/ or compete in procurement by some foreign governments. Bidders / products from such countries are not eligible / not allowed to participate in this bid in terms of clause 1 (d) of Public Procurement (Preference to Make in India) Order, 2017
- 2.10 Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through Udyog Aadhaar for that product category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.
- 2.11 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.
- 2.12 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.
- 2.13 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 30270200000027 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.
- 2.14 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.
- 2.15 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 BARBOMAWDIA 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.
- 2.16 Buyer Added text based ATC clauses

File No :-NEIGR/S&P/A&/21-22/PT III

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



06/11/21
Store & Procurement Officer
NEIGRIHMS Shillong-18



Sanction Order

Sanction No: 511687706274357
Sanction Date: 18-Nov-2021

OT/G - 648/2021-22, dt: 18/11/2021

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 Name: North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences (NEIGRIHMS) Office Name: Neigrihms, Shillong | 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 |
|--|
| Designation of official providing Administration approval: Director Under ERCP-21-22 IFD Concurrence / Competent Authority (HOD / Head of Office) Approval Required? YES Budget availability YES Designation of official providing Financial approval: DDA(A) & DDO-FN. NEIGR/S&P/ A-7/21-22- Covid-19 Budget |

| Seller Details |
|---|
| Company Name: VIKAS MEDICAL DEVICES Email ID: vikas@vikasmedical.com Address: VIKAS MEDICAL DEVICES Kolkata West Bengal - 700020 |

| 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)) |
| STORZ Flexible Fiber Optic Bronchoscope upto 5 Year Warranty | 11001BNK4 | 1 | pieces | 688800.0 | 688800.0 |
| Total Order Value (in INR) | | | | | 688800.0 |

| Consignee Details | | | | | | |
|-------------------|--|--|---------|----------|----------------------|-----------------------------|
| No | Consignee | Item | Lot No. | Quantity | Delivery Start After | Delivery To Be Completed By |
| | Khrawkumar Jithod Katrai con18.neigrihms.ml@gembuyer.in P.O. NEIGRIHMS, Mawdiangdiang, Shillong EAST KHASI HILLS MEGHALAYA - 793018 | STORZ Flexible Fiber Optic Bronchoscope upto 5 Year Warranty | - | 1 | 18-Nov-2021 | 18-Dec-2021 |

Terms & Conditions

- 1. This issues under the power delegated to Ministries/Department of the Government of India vide Annexure to schedule V of the Delegation of Financial Power Rules, 1978 as amended from time to time.

Store & Procurement Officer
 NEIGRIHMS Shillong-18