



NEIGRIHMS
North Eastern Indira Gandhi Regional Institute of Health & Medical Sciences
 (An Autonomous Institute, Ministry of Health and Family Welfare, Government of India)
 Directors Block Mawdiangdiang, Shillong, Meghalaya-793018

F.No:C -10/2019 -20/Pt IV

Date 10-05-2021

Notification of Award No:NEIGR/S&P/OT-C-106/2021-22

PO ID:PO02210007 / Approved Date:10-05-2021

Indent-No: IN02210010

To
 M/s NOVOXIS,
 WZ-39,M-39, Ground Floor, Street No. 4, New
 Mahavir Nagar, New Delhi, Delhi 110018,
 Tel:01145118456,
 info@novoxis.co.in

Principal: M/s airinspace,
 14 Rue Jean Monnet, 78990 Elancourt,
 France, Tel:130070101,
 contact2020@airinspace.com

Sub: Air Decontamination Unit with 5 years warranty and thereafter 5 year CMC for department / section of Institute.

Reference:

- Tender Enquiry No: NEIGR/S&P/OT/E -01/2020 -2021
- Offer No: Nil; dated: 27.04.2020
- Price Justification No:42/135/2018/(Resh)/H.Store/1109; dated: 17.07.2018 of AIIMS, Rishikesh and 3784/H/SSK-II/2010 -11 of AIIMS, New Delhi
- Price Discount Letter No:N/A
- PO Remarks:Processing of Air Decontamination Unit

This Order/Memorandum issues with concurrence of Finance Branch vide their UO No C -537/2020 -21 Dated 17-02-2021

Dear Sir/Madam,

With reference to Tender Enquiry No: **NEIGR/S&P/OT/E -01/2020 -2021** and your Bid/Offer Nil; dated: **27.04.2020** in response an order is hereby placed on you for the complete turnkey contract of supply, transportation, installation, commissioning, provision of technical assistance, after sales service, maintenance service and other such obligations of the tenderer, training at bidders cost and demonstration of Medical equipment at this Institute, as per details indicated herein.

This order which is intended for the supply of the store detailed in the scheduled below, 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 contractor (with whom the contract referred to and the requisition are placed) on one part and NEIGRIHMS, Shillong, on the other part.

Sl. No	Description Of Goods	Unit	Rate Per Unit	Total Amount on(DDP at Consignee Site)
1	Air Decontamination Unit (Make:airinspace,Model:Plasmair Guardian T -2006)			
	FOB Price/Ex-factory at Port /Airport of Loading	Inos	₹ 4,000,000.00	₹ 4,000,000.00
	Goods & Service Tax (GST)		₹ 720,000.00	₹ 720,000.00

Inclusion of all filters consumable for 5 years warranty & over period.

PO02210007 / NEIGR/S&P/OT-C-106/2021-22

NEIGRIHMS, Shillong-793018
Store & Procurement Officer
NEIGRIHMS Shillong-18

Total Price for NEIGRIHMS rate with 5 years warranty period

₹ 4,720,000.00

In words: INR Forty Seven Lakhs Twenty Thousands Rupees Zero Paise

Total Price for inclusive delivered free (F.O.R) at Central stores / Department at NEIGRIHMS. Mawdiangdiang, Shillong - 793018 including loading, unloading, handling, transportation, weighbridge and other unforeseen charges.

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 purchases in the Government of India.

Warranty:

The Tenderer warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The Tenderer further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per the purchaser's specifications) or workmanship or from any act or omission of the Tenderer, that may develop under normal use of the supplied goods under the conditions prevailing in India.

This warranty shall remain valid for the period mentioned above, after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser in terms of the contract , unless specified otherwise in the SCC.

Upon receipt of such notice from the purchaser, the Tenderer shall, within 8 hours on a 24 (hrs) X 7 (days) X 365 (days) basis, repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The Tenderer shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the same warranty for the rectified /replaced goods shall be applicable from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser.

The tender / Manufacturer /OEM has provide minimum two mandatory Periodic Preventive mentainance in a year throughout the contract period failing which action will be initiated according to terms & condition of the tender, including forfeiture of the performance bank guarantee.


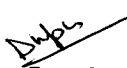
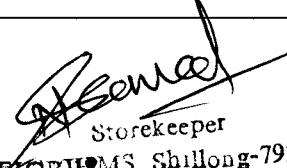

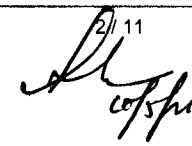
Comprehensive Maintenance Contract (CMC):

The Purchaser/Consignee reserves the rights to enter into Annual Comprehensive Maintenance Contract (CMC) between Consignee and the Tenderer for the period after the completion of warranty period.

The consignee will enter into CMC with the Tenderer at the rates as stipulated in the contract. The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the consignee on receipt of bank guarantee for an amount equivalent to ~~18%~~^{3%} of the CMC value in the prescribed format given in Section XV valid till 2 months after expiry of entire CMC period.

During CMC period, the Tenderer shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/ technical/ operational manual. The Tenderer 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

PO02210007 / NEIGR/S&P/OT-C-106/2021-22


Storekeeper

Storekeeper

Storekeeper

Storekeeper

Storekeeper
NEIGRIHMS, Shillong-793018.

goods.

The payment of Annual CMC will be made against the bills raised to the consignee by the Tenderer on six monthly basis after satisfactory completion of said period, duly certified by the HOD concerned /Competent Authority and on receipt of Bank Guarantee for an amount equivalent to 18 % of the CMC value valid till 2 months after expiry of entire CMC period. The payment will be made in Indian Rupees.

The tender / Manufacturer /OEM has provide minimum two mandatory Periodic Preventive mentainance in a year throughout the contract period failing which action will be initiated according to terms & condition of the tender, including forfeiture of the performance bank guarantee.

CMC Equipment Cost:

S.no	Contract period	Units	Price Per Unit	Total Cost (Exclusive of GST)
1	Air Decontamination Unit (Make: airinspace, Model: Plasmair Guardian T -2006)			
	6th year	1	₹ 200,000.00	₹ 200,000.00
	7th year	1	₹ 200,000.00	₹ 200,000.00
	8th year	1	₹ 200,000.00	₹ 200,000.00
	9th year	1	₹ 200,000.00	₹ 200,000.00
	10th year	1	₹ 200,000.00	₹ 200,000.00

Delivery Schedule(Supply, Instalation, Testing, Commisioning with turnkey works):

For Indigenous goods or for imported goods if supplied from India: 90 days from date of Notification of Award to delivery at consignee site. (Tenderers may quote earliest delivery period).

For Imported goods directly from foreign:

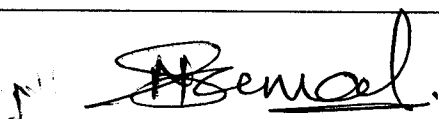
FOB Contracts- 90 days from the date of opening of L/C. The date of delivery will be the date of Bill of Lading or Airway Bill (Tenderers may quote the earliest delivery period).

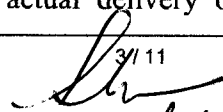
DDP Contracts: 90 days from the date of opening of L/C. The date of delivery will be the date of receipt by the consignee as in Consignee Receipt Certificate (Tenderers may quote the earliest delivery period).

Subject to the stipulation, if any, in the bidding document, the Tenderer shall be required to perform the services viz. Installation, commissioning, supervision, demonstration, complete turnkey works, providing required jigs and tools for assembling, Civil works required for the completion of the installation, training of Consignee's Doctors, Staff, operators, etc for operating and maintaining the goods, supplying the required number of operation & maintenance manual for the goods

Liquidated Damages:

If the Tenderer fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the purchaser shall, without prejudice to other rights and remedies available to the purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or



3/11

Store & Procurement Officer
NEIGRIHMS Shillong-11

performance subject to a maximum of 10% of the contract price. Once the maximum is reached, purchaser may consider termination of the contract as per GCC 24. During the above-mentioned delayed period of supply and /or performance, the conditions incorporated under GCC sub-clause 22.4 above shall also apply. Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of GCC.

Performance Security:

Within thirty (30) days from date of the issue of Notification of Award by the purchaser, the Tenderer, shall furnish Performance Security to the purchaser for an amount equal to three percent (3%) of the total value of the contract, valid for a period of sixty days (60) beyond the date of completion of all contractual obligations including the warranty obligations. In the event of any failure /default of the tenderer with or without any quantifiable loss to the government including furnishing of consignee wise Bank Guarantee for CMC security, the amount of the performance security is liable to be forfeited

Performance Security may be furnished in the form of an Account Payee, Demand Draft, Fixed Deposit Receipt / Bank Guarantee from a Commercial Bank. Bid security should be refunded to the successful bidder on receipt of Performance Security.

Bidder /Tenderer are also required to sign the rate contract agreement, within 21 (twenty one) days from the issue of the notification of award, failing which EMD /Bid Security shall be forfeited.

Payment:


Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of GCC. Payment for domestic goods shall be made in Indian rupees as specified in the GCC clause 21.1. For Imported goods, 90% of the net FOB /CIF price (less Indian Agency Commission) as the case may be, through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country and remaining as per the terms & conditions indicated in GCC clause 21.


Corrupt or Fraudulent Practices /Code of Integrity:

It is required by all concerned namely the Consignee/Tenderers/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts and to abide by the Code of Integrity Act, as per GFR 2017. In pursuance of this policy, the Purchaser: - defines, for the purposes of this provision, the terms set forth below as follows: "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition; Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract

Settlement of Disputes

If there is any dispute or differences, the same may be referred to Director, NEIGRIHMS. Director, NEIGRIHMS or his authorized representative shall be the final authority in all disputes and decision taken by the authority will be binding on all concerned. Therefore, the jurisdiction in respect of settlement of disputes in Stores & Civil contracts shall be as per the Commercial Courts, Commercial Division and Commercial


Storekeeper
NEIGRIHMS, Shillong-793018.


Storekeeper
NEIGRIHMS, Shillong-793018.


Store & Procurement Officer
NEIGRIHMS Shillong-18

Appellate Division of High Courts (Amendment) Ordinance 2018, wherein the provision for pre-institution mediation, has been made mandatory in respective cases by the parties to the disputes.

Name of the Consignee:

Director, North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences, Mawdiangdiang, Shillong -793018 (Meghalaya), INDIA

All other terms & conditions are as per Tender Enquiry No / Offer No.: NEIGR/S&P/OT/E -01/2020 -2021 / Nil; dated: 27.04.2020

(Kindly refer to the tender /bid document for all required Annexures /Proforma/Forms)

Validated By,
Harendra dey
10-05-2021 17:40:45

Yours faithfully,



Stores & Procurement Officer,

For and on behalf of Director, NEIGRIHMS, Shillong

Copy to:

Indenting Officer /Inspection authority- Head /Incharge, Department / Section of Institute
Central /Ancillary Store
Biomedical Engineer
Purchase Order Master / Relevant File
Stores Section Record

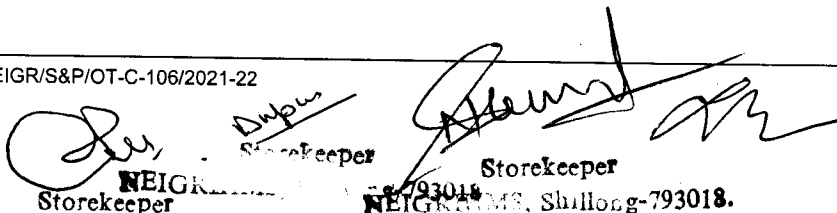
- ① Prof of 40D - Instrument EC
- ② MS / DMS / GME
- ③ 7/2 COVID ICM / ICS
- ④ DDD / Director / SO / DCA
- ⑤ In Romanis for uplooding on the website

Enclosed:

- Annexure : Technical Specification
- Annexure : Tender Form (Section -X)
- Annexure : Compliance Statement
- Annexure : Manufacturer's Authorization /Acceptance Letter



Store & Procurement Officer
NEIGRIHMS Shillong-18



Storekeeper
NEIGRIHMS, Shillong-793018.

T. +33 (0)1 30 07 01 01
F. +33 (0)1 30 07 01 02
contact@airinspace.com



MANUFACTURER'S AUTHORISATION FORM

The Director,
NEIGRIMS,
Shillong, Meghalaya, India.

Dear Sir,

Ref: your TE document no NEIGR/S & P/OT/E-01/2019-2020 dated 17th April 2020.

We, Airinspace SAS, France who are proven and reputable manufacturers of Plasmair Guardian – Mobile Air Decontamination Unit having offices at 14, Rue Jean Monnet, 78990 Elancourt, France, hereby authorise Messrs Novoxis, WZ 39, Mahabir Nagar Extn, New Delhi -110018 to submit a bid, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

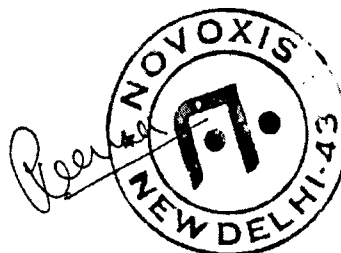
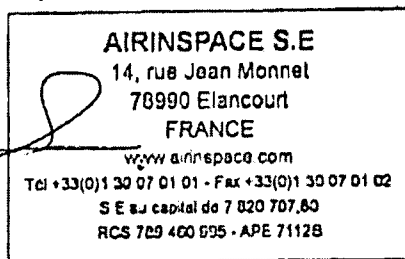
We further confirm that no supplier or firm or individual other than Messrs Novoxis, WZ 39, Mahabir Nagar Extn, New Delhi -110018 is authorised to submit a bid, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above good manufactured by us.

We also hereby extend our full warranty, CMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.

Our other responsibility includes: -

1. We undertake that we will provide service / spares / accessories etc. through our authorized agent as per terms and conditions of contract.
2. We undertake that in case of any change of dealer / agent, we will inform the purchaser about the award of dealership to new agent with address and telephone no.

Yours faithfully



Keith Esdon
Regional Manager MEA/UK

www.airinspace.com

airinspace S.E - 14 rue Jean Monnet - 78990 Elancourt - France
RCS Versailles 789 460 995 - SIREN: 789 460 995 00010 - VAT number: FR54789460995

Aspare - bedding
class
Store & Procurement Officer
Scanned with CamScanner

80



**Section – X
TENDER FORM**

Date: 27-04-2020

To
The Director
NEIGRIMS Shillong

(Complete address of the purchaser)

Ref. Your TE document No. Tender Reference No. neigr/s & p/O t/e - 01/2020-2021

Date of opening 29-04-2020 at 2:30 PM

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver AIR DECONTAMINATION UNIT (Description of goods and services) in conformity with your above referred document for the sum indicated in the price bid, attached herewith and made part of this tender.

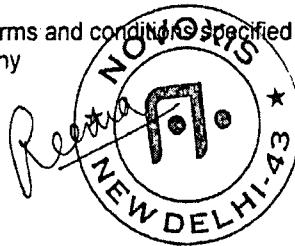
If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements. We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – "Special Conditions of Contract", for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the GIT clause 20, read with modification, if any in Section - III – "Special Instructions to Tenderers" or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive your above-referred tender enquiry. We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities..

We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any

(Signature with date):-



(Name and designation)

Duly authorised to sign tender for and on behalf of _____

As per e-tendering
Accepted
[Signature]

Regd. Office : WZ- 39, Ground Floor, Mahabir Nagar Extn., New Delhi - 110018
Tel. : 011-45118456 • Email : info@novoxis.co.in • Website : www.novoxis.co.in

Store & Procurement Officer
NEIGRIMS Shillong
8



Compliance Statement

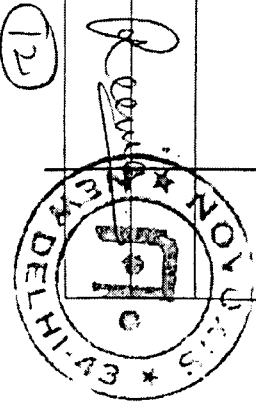
TE document no NEIGR/S & P/OT/E-01/2019-2020 dated 17th April 2020.

S.No	Specifications of the Equipment	Compliance (Yes/No)	Page no	Deviation
Technical Specifications				
1.	It should be capable of filtering, removing and killing viruses, bacteria, fungi, spores, of size > 0.03 microns etc with > 99.5 % efficacy with test report from recognized 3rd party testing authorities /publications in major reputed journals	YES	15-70	
2.	It should be able to remove organic and mineral volatile molecular pollutants including harmful volatile organic compound (VOCs)	YES	32-39	
3.	The technology should be robust and effective and active over a wide range of gram+ve and gram-ve bacteria, viruses and fungal spores.	YES	15-70	
4.	It should have certification to use in Hospital /ICU /Isolation areas with Class I/II MD certification and related documents must be submitted along with the technical bid.	YES	11 C	
5.	It should be mobile (to adapt to changing requirement in our Hospital).	YES	11 C	
6.	The system should be plug and play & should be able to run with domestic power supply.	YES	11C & 70(B)	
7.	Submit and order copy (if available) supplied to any major Central Medical Institutions with performance report	YES	73-79	
8.	It should be able to provide > 12 air changes per hour.	YES	70(B)	
9.	The unit should be capable to treat at least 50 m3 area	YES	70(B)	
10.	It should incorporate Electroporation /Electrostriction /ionization / (non thermal) Plasmerisation technologies.	YES	24-30	

Regd. Office : WZ- 39, Ground Floor, Mahabir Nagar Extn., New Delhi - 110018
 Tel. : 011-45118456 • Email : info@novoxis.co.in • Website : www.novoxis.co.in

Approved by
[Signature]

Scanned with CamScanner
 NEIGRIHMS Shillong-18



(12)

11	All the consumables including filter changes, cleaning materials etc. must be covered under warranty & CMC period or else bid will be treated as incomplete.	YES		In the Financial Bid	
12.	Commitment that it can be delivered within 2-3 weeks of placement of order keeping the demands of the current clinical scenario in mind.	YES	83		
2. Documentation					
1.	User / Technical / Maintenance manuals to be supplied in English	YES			
2	Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out.	YES			
3	Calibration and routine Preventive Maintenance Support as per manufacturer documentation in service / technical manual has to be done throughout the warranty & CMC period.	YES			
4	Compliance report to be submitted in a tabulated and point wise manner clearly mentioning the page / Para number of original catalogue / data sheet and the offer details has to submit in the technical bid. Any point, if not substantiated with authenticated catalogue / manual, will not be considered.	YES			
5	Certificate of inspection and quality control indicating the S / N for all non-consumable items with date at the time of installation.	YES			
6	All the technical specifications accepted in the compliance statement must be supported by Original Literature from the firm/O.E.M with Highlighting, Numbering & flagging in the compliance statement.	YES			
3. Environmental factors					
1	Shall meet IEC-60601-1-2:2001 (Or Equivalent BIS) General Requirements of safety for Electromagnetic Compatibility or should comply with B9/366/ECC; EMC-Directive.	YES	9,70(b)		
2	The unit shall be capable of operating continuously in ambient temperature of 30-40 deg C and relative humidity of 15- 90 %.	YES	70(b)	Revised	

Regd. Office : WZ-39, Ground Floor, Mahabir Nagar Extn., New Delhi - 110018
Tel. : 011-45118456 • Email : info@novoxis.co.in • Website : www.novoxis.co.in



13

S. P. Beddary
albert
Shy
Scanned with CamScanner
Store & Procurement Office
Bhilong-18

SIX

The unit shall be capable of being stored continuously in ambient temperature of 10-40 deg C and relative humidity of 15 - 90 %

YES

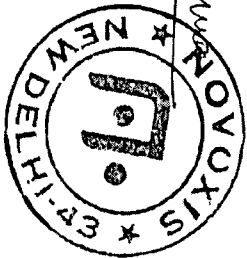
70(b)

4. Warranty and Maintenance

1	Warranty for 5 years followed by CMC for 5 years including Spares & service.	YES		
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.	YES		Mentioned in Proposal Btd
3	Duly signed Mandatory PM reports has to be submitted periodically, falling which necessary action will be initiated as per term & condition of the tender.	YES		

It is hereby Certified that all above documents and information have been given as per above details.

Signature :
Name : Reema Kanojia



Regd. Office : WZ- 39, Ground Floor, Mahabir Nagar Extn., New Delhi - 110018
Tel. : 011-45118456 • Email : info@novoxis.co.in • Website : www.novoxis.co.in

Scanned with CamScanner
Store & Procurement Officer
NEIGRIHMS SHILLONG

14



To,
The Director,
NEIGIRMS,
Shillong, Meghalaya, India.

02/07/2020

Ref: Tender enquiry no: NEIGR/S&P/OT/E-01/2020-2021
Sub: Spare Parts and Consumable.

Dear Sir,

This is with the reference of our quote submitted for tender enquiry no - NEIGR/S&P/OT/E-01/2020-2021 for air decontamination units, we hereby declare that 5 years warranty and followed by 5 years CMC include all the consumables and spare parts required to run the machine efficiently.

Regards



Authorized Signatory
+91-9560191821

*As per conference dp
verdu*
[Signature]
10/07/20

Store & Procurement Officer
NEIGRIHMS Shillong-18

Regd. Office : WZ- 39, Ground Floor, Mahabir Nagar Extn., New Delhi - 110018
Tel. : 011-45118456 • Email : info@novoxis.co.in • Website : www.novoxis.co.in

[Signature]
Storekeeper
NEIGRIHMS, Shillong-793018.

PO07200001, Page 15 o