



Contract
OT-G-199/2022-23 alt.
28/6/2022

Contract No: GEM-5116877489559
Generated Date: 24-Jun-2022
Bid/RA/PR No: GEM/2022/B/1921525

Organisation Details		Buyer Details	
Type: Central Autonomous	Ministry: Ministry of Health and Family Welfare	Designation: Stores and Procurement Officer	Contact No.: 0364-2538044
Department: Department of Health and Family Welfare	Organisation Name: North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences (NEIGRIHMS)	Email ID: harendra.dey@nic.in	GSTIN: N
Office Zone: Nalgrahms, Shillong		Address: P.O. NEIGRIHMS, Mawdlangdiang, Shillong, EAST KHASI HILLS, MEGHALAYA-793018, India	

Financial Approval Detail		Paying Authority Details	
IFD Concurrence: Yes	Designation of Administrative Approval: Director NEIGRIHMS Shillong and Head of Office	Payment Mode: Offline	Designation: A Accounts officer
Designation of Financial Approval: Deputy Director (Admn) and DDO - under Grant in Asset		Email ID: accounts.nalgrahms@nic.in	GSTIN: N
Concurrence - 2-13/22-23/28/6/22		Address: P.O. NEIGRIHMS, Mawdlangdiang, Shillong, KHASI HILLS EAST, MEGHALAYA-793018, India	

Seller Details	
GeM Seller ID: 1560180000097644	Company Name: MEDEX INDIA PRIVATE LIMITED
Contact No.: 09811145565	Email ID: medexindia@gmail.com
Address: DD 36, KALKAJI, NEW DELHI, DELHI-110019, India	MSME verified: Yes
MSME Registration number: DL09DD004648	MSE Social Category: General
MSE Gender: Male	GSTIN: 07AAACH9017E1ZP, 07AAACH9017E1ZP, 07AAACH9017E1ZP

*GST / Tax Invoice to be raised in the name of - Consignee

#	Item Description	Ordered Quantity	Unit	Unit Price (INR)	Tax Bifurcation (INR)	Price (Inclusive of all Duties and Taxes in INR)
1	Product Name : RENOSEM 101 to 140 liters Rectangular Low temperature Hydrogen Peroxide Gas Steriliser Brand : RENOSEM Brand Type : Registered Brand Catalogue Status : GEM verified catalogue Selling As : OEM Category Name & Quadrant : Low temperature Hydrogen Peroxide Gas Steriliser (Q2) RENO S-130 HSN not specified by seller	2	piece	3,492,000	GST (18%) : 1,052,610.169 GST Case 1 (0%) : 0 GST Case 2 (0 per accounting unit) : 0 Input Tax Credit (ITC) on GST : - ITC on GST Case 1 : - ITC on GST Case 2 : -	8,916,000
Total Order Value (In INR)						8,916,000

S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: con16.nalgrahms.m@gembuyer.in Contact: 0364-2538044 GSTIN: - Address: P.O. NEIGRIHMS, Mawdlangdiang, Shillong, EAST KHASI HILLS, MEGHALAYA-793018, India	RENOSEM 101 to 140 liters Rectangular Low temperature Hydrogen Peroxide Gas Steriliser	-	2	24-Jun-2022	22-Sep-2022

Product Specification for RENOSEM 101 to 140 liters Rectangular Low temperature Hydrogen Peroxide Gas Steriliser

Specification	Sub-Spec	Value
Specification Set	Usage:	Low temperature Hydrogen Peroxide gas Sterilizer is for carrying out low temperature sterilization process to sterilise heat-sensitive devices. Low temperature Hydrogen Peroxide gas Sterilizer is for carrying out low temperature sterilisation using H2O2 vapour filling the steriliser chamber, contacting and striling exposed device surfaces, with cycle time lesser than alternative sterilisation forms and it involves. Suitable for sterilising heat-sensitive devices.
	Type of Hydrogen Peroxide Gas Sterilisation Technology used:	Plasma technology
	Steriliser is environment friendly and have no toxic by products or harmful residuals:	Yes
	Shape of Sterilisation Chamber:	Rectangular
	Usable space (usable capacity) of Sterilisation Chamber falls within the range:	101 to 140 liters
	Sterilisation Chamber Door:	Pneumatically or electrically controlled door with complete safety protocol with multiple locking.
	Control System:	Microprocessor controlled system with clear user interface for control and display of cycle phases, parameters values and text messages.
	Sterilisation Monitoring and Alarms:	Steriliser has facility to completely monitor its operations with audiovisual alarms and alarm history and biological indicator with 30 minutes readout time
	Built in facility for recording and printing cycle details:	Yes and smart information technology device for automatic collection, reconciliation & communication of sterilization records
	Mobility:	Mobile on castor wheel and compact in design.
	Cycle temperature range:	35 degree to 60 degree centigrade.
	Have pre programmed sterilisation cycles for flat instruments and for hollow and flexible items:	Yes
	Built in safety features available:	Emergency stop, Door safety, Over heat protection, Electrical safety etc.
	Have an easy to troubleshoot by display interface and all services access available from the front:	Yes
	Interface for remote supervision and data storage:	Digital interface for remote supervision and data storage.
	If Process certificate ENISO 14937 available:	Yes
	Certification for sterilization of metal and non metal instruments:	European CE
	Consumables be supplied with each Sterilisation Unit sufficient for running full load Sterilisation cycles(at least):	200
Warranty (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)	5	
Sterilant units suitable to be stored at room temperature:	Yes	
Sterilizing Chamber has sufficient dimensions for sterilizing rigid telescope units:	Yes	
Sterilizer unit have been recommended by at least three medical device manufacturers (details to be given by Seller to Buyer on demand) for sterilizing medical devices of their make such as telescopes, camera head etc.	Yes	

Comprehensive maintenance charges for RENOSEM 101 to 140 liters Rectangular Low temperature Hydrogen Peroxide Gas Steriliser		
Service Year	Cost of Equipment	Tax Bifurcation
CMC charges for 1st year after warranty period in % of cost of equipment	0.5%	0%
CMC charges for 2nd year after warranty period in % of cost of equipment	0.5%	0%

Handwritten notes and signatures:
 The Note @ Dr. Ganesan - NOT
 @ Dr. Nay @ 1/10/22 @ Ms. Anuradha / Dr. Reddy
 @ GME @ 24/6/22 @ Dr. Anuradha / Dr. Reddy
 @ DDA @ 24/6/22 @ Dr. Anuradha / Dr. Reddy
 @ Dr. Anuradha / Dr. Reddy

Service Year	CMC Percentage	Tax Information
CMC charges for 3rd year after warranty period in % of cost of equipment	3%	Input Tax Credit (ITC) on GST - ITC on GST Case 1-
CMC charges for 4th year after warranty period in % of cost of equipment	3%	
CMC charges for 5th year after warranty period in % of cost of equipment	3%	

Buyer Defined Additional Specification for RENOSM 101 to 140 liters Rectangular Low temperature Hydrogen Peroxide Gas Steriliser

Specification	Value
Fully microprocessor controlled with universal data acquisition system using Hydrogen peroxide gas plasma technology free floor standing and mobile on lockable castors	Fully microprocessor controlled with universal data acquisition system using Hydrogen peroxide gas plasma technology free floor standing and mobile on lockable castors
Regular and prolonged sterilization cycle time between 45 to 65 minutes & fast cycle around 35 minutes. Sterilization temperature around 55 degrees C	Regular and prolonged sterilization cycle time between 45 to 65 minutes & fast cycle around 35 minutes. Sterilization temperature around 55 degrees C
To sterilize all surgical instruments, hollow tubes endoscopes rigid & flexible, flexible lumen inside diameter 1 & length 2000 & 500 mm (rigid) respectively	To sterilize all surgical instruments, hollow tubes endoscopes rigid & flexible, flexible lumen inside diameter 1 & length 2000 & 500 mm (rigid) respectively
Equipment should be to sterilize instruments of Robotic systems. (Claims backed by certificate from OEM of robotic system to be provided)	Equipment should be to sterilize instruments of Robotic systems. (Claims backed by certificate from OEM of robot) system to be provided.
To offer cost of all consumables as % of system cost in ATC1/2 & The complete consumable to run at least 100 cycles	To offer cost of all consumables as % of system cost in ATC1/2 & The complete consumable to run at least 100 cycles

Corrigendum

1. Extended Up to 1 2022-02-10 14:00:00
2. Extended Up to 1 2022-02-28 14:00:00
3. [GoM Bidding-Corr-8117723-5.pdf click here](#)
4. Extended Up to 1 2022-03-03 16:00:00
5. Extended Up to 1 2022-03-04 16:00:00

Additional Clauses for CMC

1. 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.

2. CMC charges to be indicated as percentage of cost of equipment quoted for each year after the warranty period.

3. GST shall be included in the CMC Charges quoted.

4. 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.

5. The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user.

6. 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.

7. 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.

8. 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. Bundling of products shall not be available while creating bids with CMC charges.

6.1. 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 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
- CMC charges for 6th year after warranty period - Percentage to be indicated- A6

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

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

6.3. 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 3 year warranty specified, n shall be 3. 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.

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

6.5. The CMC charges shall be offered within range of 3 to 10% of cost of equipment.

6. 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 3% 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 quobing 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.

General Clauses w.r.t RCM/FCM

1. 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.
2. 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.
3. 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.
4. 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.
5. 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

1. Special terms and conditions- Version:1 effective from 04-08-2020

1.1.1. 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.

2. 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 call to registration of service requests also to be provided buyer/consignee at the time of supplies.

3. 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.

4. 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 and outside the packages and provision of accompanying documentation shall take in to 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 print 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.

5. 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 supply. In case due to any reasons the production of the spare parts is discontinued 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 on-stock supply of consumables and spares for the equipments so that the same are available.

OEM or reseller shall always accord most favored client status to the buyer/consignee and shall give the most competitive price for spares and consumables of its machines/equipments supplied

6. Installation, Training, Manuals:

Seller shall be responsible to carry out installation and 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 Consignees representatives for operating and maintaining the equipment and Supplying required number of operation and maintenance manual for the goods. In case the category parameters are specifying any requirements regarding the installation, training and manuals the same shall also be applicable.

7. 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 IS 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.

8. Software:

All software updates should be provided free of cost during warranty period.

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.

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 organization along with Supply/ Purchase Order.

3.2 If the agency is registered under MSME or NSIC, then BMD exemption certificate needs to be enclosed.

3.3 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.

3.4 Buyer Added Bid Specific ATD

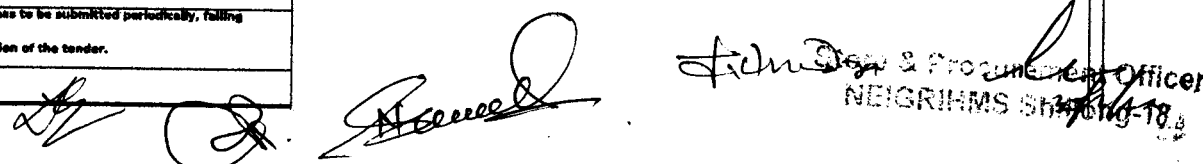
Buyer Added text based ATC clauses

Low Temperature Hydrogen Peroxide Gas Sterilizer

1. The Plasma sterilizer should be a fully microprocessor controlled unit with universal data acquisition system using state of the art Hydrogen peroxide gas plasma technology.
2. The unit should be free floor standing and mobile on lockable castors.
3. The regular and prolonged sterilization cycle time should be between 45 to 65minutes and a fast cycle which is around 35 minutes
4. The sterilization temperature should be around 55 degrees Celsius.
5. It should be able to sterilize all kinds of surgical instruments, hollow tubes, and endoscopes rigid as well as flexible.
6. Should be able to sterilize flexible lumen with inside diameter of 1mm and length of 2000 mm & 500mm (rigid) respectively. The sterilization claims should be backed by clinical testing.
7. Should be able to sterilize single-through lumen PCD & hollow-type Trocar / cannula 2mm dia. and length of 1500mm.
8. The equipment should be to sterilize instruments of Robotic systems. (Claims backed by certificate from OEM of robotic system to be provided).
9. All cycle related parameters should be displayed on a touch screen.
10. Sterilization chamber should be made of stainless steel (AISI 316/304 grade)
11. The unit should have a rectangular chamber with usable volume of 120 liters or more.
12. The chamber should have two sliding shelves systems with compatible 55 instrument container (s) to be selected for 1 or 2 shelves.
13. Door should be preferably vertically opening type.
14. The concentration of Hydrogen Peroxide (H2O2) sterilant should be minimum possible for safe and optimum sterilization items.
15. Hydrogen peroxide (H2O2) sterilant should be either in closed cassette or cartridge ONLY for accurate dispensing .
16. The unit should have no toxic residues with primary by products being water vapor and oxygen.
17. The unit should automatically monitor all its operations with audiovisual alarms including fault identification.
18. All sterilization data should be stored in 5D memory card.
19. It should have an in-built thermal printer.
20. It should be equipped with facility for monitoring on network computer
21. The operation of the sterilizer should have no requirement of additional water supply source
22. The maintenance mode should be accessible from front screen for easy maintenance activity.
23. Electricity connection should be 220-240 V, AC at 50/60Hz and single phase.
24. The plasma sterilizer should conform to the below mentioned norms and directives and certificates in support should be submitted.
 - ISO 9001:2008 - Quality systems
 - ISO 13485:2003 - Quality systems for medical devices
 - ISO 14937:2000 - all requirements for sterilization of medical products
 - Direct93/42/EEC
25. The plasma sterilizer should confer to quality as per:
 - European CE/USFDA /BIS/ equivalent approvals
 - EN ISO14937
26. The unit should be supplied with
 - 1) Automatic heat sealing machine,
 - 2) Appropriate UPS to run at least one cycle backup,
 - 3) Sterilization cartridges,
 - 4) Chemical indicators,
 - 5) BI indicators,
 - 6) BI incubator,
 - 7) Sterilization trays
 - 8) Tyvek pouches for packing,
 - 9) Printer paper roll.
 - 10) The complete consumable to run at least 100 cycles should be provided along with the system.

The quoted model as per specifications above should be installed and ensure satisfactory working.

Scope of work & Document details	
A	Following mandatory documents must be attached in the bid document as specified (falling which bid will be treated as " Non-Responsive" 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 ATCL/2
1.	
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 3 years followed by CMC for 3 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 ato.i.e. NEIGRIHMS, SHILLONG.
3	Only signed Mandatory PM reports has to be submitted periodically, falling which necessary action will be initiated as per term& condition of the tender.
C	Scope of work

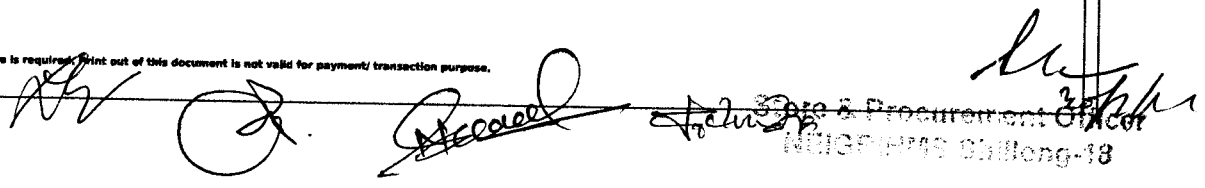


 Technical & Procurement Officer
 NEIGRIHMS SHILLONG
 18.5

1	The bidder has to mandatorily quote for all the Items /stores mentioned in the Technical Specification & Scope of Work ,falling which bid will be treated as " Non-Responsive"
2	The system is against buy back of one unit of plasma sterilizer make M/s Human Medtron, Model HNTS 80L of 2011 and one ETO sterilizer for which the declared reserve value is Rs 745567.31 plus Rs 30000.00. The cost in price a-bid offered shall be inclusive of buy back value. The buyback value of the system should also be indicated in the ATC document bid as % of the total Cost of the system in order to arrive at Reserve value(RDV) for the record of the Institute mandatorily and should cover the Minimum RDV of Rs 745567.31 Plus Rs 30000 approx. Prices of all accessories (reagents, closed/ open etc) need to be clearly indicated as % of the total price in the technical bid Technical Bid ATC1/2 and will be consider for evaluation as in BOQ or else bid will be treated as "non responsive". The CMC cost offered from 6 th to the 10 th year to be indicate in ATC 1/2 shall in indicate in percentage inclusive of GST and shall not exceed 5% of the system cost.

- 3.5 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 Gen GTC). DD should be made in favour of NEIGRIMS EMD SECURITY DEPOSITS payable at banking. 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.
- 3.6 Forms of EMD and PBG**
Bidders can also submit the EMD with Payment online through RTGS / Internet banking in Beneficiary name NEIGRIMS EMD SECURITY DEPOSITS Account No. 3027920000027 IFSC Code BARB0MWDIA Bank Name BANI OF BARODA Branch address NAWDANGDIANG, SHILONG-793018, MIZORAM.
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.
- 3.7 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 Gen GTC). FDR should be made out or pledged in the name of NEIGRIMS 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.
- 3.8 Authorized Service Centre within the state of Odisha, along with a dedicated contact person with telephone number for technical solution in a fast track basis at this institution's and when required basis.**
- 3.9 Inspection:**
Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:
Pre-dispatch inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC) OEM and QC certification
Post Receipt inspection at consignee site before acceptance of stores: NEIGRIMS IT Project Monitoring unit
- 3.10 Generic:**
After award of contract - Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting fabrication. Successful Bidder shall submit Detailed Design Drawings for Buyer's approval, within 7 days of award of contract. Buyer shall either approve the drawings or will provide complete list of modification required in the drawings within 7 days. Seller shall be required to ensure supply as per approved Drawings with modifications as communicated by Buyer. If there is delay from buyer side in approval of drawing- the delivery period shall be refused without LD for the period of delay in approval of Drawing.
- 3.11 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.
- 3.12 Certificate:**
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.
- 3.13 Certificate:**
The bidder is required to upload, along with the bid, all relevant certificates such as BIS license, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.
- 3.14 Certificate:**
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): BIS/ EN ISO 14937/ CE/DGCI/WHO-GMP/ FDA/ F No. NEMA/ S&P/ O-M/2020-21 on buy back basis to offer disposal value in ATC documents.
- 3.15 Purchase Preference (Country):**
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
- 3.16 Purchase Preference (Country):**
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 Service, 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.
- 3.17 Scope of Supply:**
Scope of supply (bid price to include all cost components) : Supply installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)
- 3.18 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.
- 3.19 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.
- 3.20 Generic:**
Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 7 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
- 3.21 Generic:**
Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regard. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
- 3.22 Generic:**
End User Certificate: Whenever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.
- 3.23 Generic:**
Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
- 3.24 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 Limited 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.
- 3.25 Generic:**
For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.
- 3.26 Generic:**
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 authorized Reseller.
- 3.27 Generic:**
Products supplied shall be nontoxic and harmless to health, in the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.
- 3.28 Generic:**
Shelf Life: The Product to be supplied must have minimum consumables 12 months Shelf Life. On the date of supply, minimum minimum 1/6 of shelf usable shelf life should be available / balance.
- 3.29 Generic:**
Upload Manufacturer authorization: Whenever Authorized 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.
- 3.30 Generic:**
1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
- 3.31 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: Supply transport, loading ,unloading, all related services , associated accessories/ consumables installation commissioning, turnkey, demonstration and training
- 3.32 Buyer Added Bid Specific ATC**
Buyer uploaded ATC document [Click here to view the file.](#)

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



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 NEIGRIMS Shilong-18

GEM/2022/B/1921525-C5

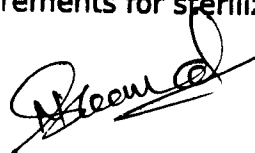
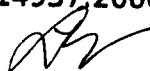
Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the

Buyer Added Bid Specific Additional Terms and Conditions

1. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along
2. If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
3. **OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50% up to 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are
4. Buyer Added text based ATC clauses

Low Temperature Hydrogen Peroxide Gas sterilizer

1. The Plasma sterilizer should be a fully microprocessor controlled unit with universal data
2. The unit should be free floor standing and mobile on lockable castors.
3. The regular and prolonged sterilization cycle time should be between 45 to 65 minutes at
4. The sterilization temperature should be around 55 degrees Celsius.
5. It should be able to sterilize all kinds of surgical instruments, hollow tubes, and endos
6. Should be able to sterilize flexible lumen with inside diameter of 1mm and length of 2
7. Should be able to sterilize single-through lumen PCD & hollow-type Trocar / cannula 2mm
8. The equipment should be able to sterilize instruments of Robotic systems. (Claims backed by c
9. All cycle related parameters should be displayed on a touch screen.
10. Sterilization chamber should be made of stainless steel (AISI 316/304 grade)
11. The unit should have a rectangular chamber with usable volume of 120 liters or more.
12. The chamber should have two sliding shelves systems with compatible SS instrument co
13. Door should be preferably vertically opening type.
14. The concentration of Hydrogen Peroxide (H2O2) sterilant should be minimum possible fo
15. Hydrogen peroxide (H2O2) sterilant should be either in closed cassette or cartridge ONLY
16. The unit should have no toxic residues with primary by products being water vapor and
17. The unit should automatically monitor all its operations with audiovisual alarms including
18. All sterilization data should be stored in SD memory card.
19. It should have an in-built thermal printer.
20. It should be equipped with facility for monitoring on network computer
21. The operation of the sterilizer should have no requirement of additional water supply sou
22. The maintenance mode should be accessible from front screen for easy maintenance act
23. Electricity connection should be 220-240 V, AC at 50/60Hz and single phase.
24. The plasma sterilizer should conform to the below mentioned norms and directives and c
 - ISO 9001:2008 - Quality systems
 - ISO 13485:2003 - Quality systems for medical devices
 - ISO 14937:2000 - all requirements for sterilization of medical products



- Direct93/42/EEC

25. The plasma sterilizer should confer to quality as per:
 - European CE/USFDA /BIS/ equivalent approvals
 - EN ISO14937

26. The unit should be supplied with
- 1) Automatic heat sealing machine,
 - 2) Appropriate UPS to run at least one cycle backup,
 - 3) Sterilization cartridges,
 - 4) Chemical indicators,
 - 5) BI indicators,
 - 6) BI incubator,
 - 7) Sterilization trays
 - 8) Tyvek pouches for packing,
 - 9) Printer paper roll.
 - 10) The complete consumable to run at least 100 cycles should be provided along wi

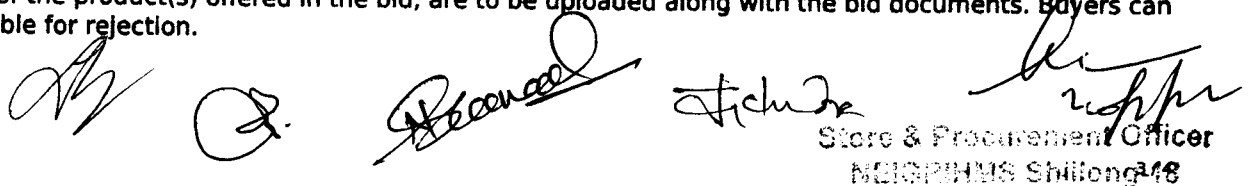
The quoted model as per specifications above should be installed and ensure satisfactory wor

Scope of work & Document details	
	<p>A Following mandatory documents must be attached in the bid document as specified ,failing which bid will be treated as " Non-Responsive"</p>
1	<p>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</p>
2	<p>Documents with regard to Details compliance statement to be attached At "Additional Doc 2(Requested in ATC)"</p>
3	<p>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)"</p>
4	<p>Documents with regard to list of Offering/Quoted items mentioning make, model & quantity of each items must be "Additional Doc 4(Requested in ATC)"</p>
	<p>B Warranty and Maintenance</p>
1	<p>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 .</p>
2	<p>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.</p>
3	<p>Duly signed Mandatory PM reports has to be submitted periodically, failing which necessary action will be initiated as per term& condition of the tender.</p>
C	<p>Scope of work</p>

1 The bidder has to mandatorily quote for all the items /stores mentioned in the Technical Specification & Scope of Work ,failing which bid will be treated as" Non-Responsive"

2 The system is against buy back of one unit of plasma sterilizer make M/s Human Meditek, Model HMTS 80L of 2011 and one ETO sterilizer for which the declared reserve value is Rs 745567.31 plus Rs 30000.00. The cost in price e-bid offered shall be inclusive of buy back value. The buyback value of the system should also be indicated in the ATC document bid as % of the total Cost of the system in order to arrive at Reserve value(RDV) for the record of the Institute mandatorily and should cover the Minimum RDV of Rs 745567.31 Plus Rs 30000 approx. Prices of all accessories (reagents, closed/ open etc) need to be clearly indicated as % of the total price in the technical bid Technical Bid ATC1/2 and will be considered for evaluation as in BOQ or else bid will be treated as "non responsive". The CMC cost offered from 6th to the 10th year to be indicate In ATC ½ shall in Indicate In percentage inclusive of GST and shall not exceed 5% of the system cost.

5. Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG) After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure that the DD is in favour of the Buyer.
6. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name M/s 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 bidding.
7. Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG) of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to submit within 15 days of award of contract.
8. Authorised Service Centre within the state of Odisha, along with a dedicated contact person with telephone number to be provided.
9. **Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency shall be appointed for Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected) and Post Receipt Inspection at consignee site before acceptance of stores: NEIGRIHMS OT Project Monitoring unit
10. After award of contract - Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings to the Buyer. If there is delay from buyer side in approval of drawing- the delivery period shall be refixed without LC extension.
11. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid Schedule of Conditions.
12. Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab.
13. The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, etc.
14. To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the basis to offer disposal value in ATC documents.
15. Indian suppliers of this item are not allowed to participate and/ or compete in procurement by some foreign government.
16. Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are in the form of certificate from the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the procurement of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered Service.
17. Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods.
18. Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant of the bidder is less than 3 year old, the average turnover in respect of the completed financial year should be not less than Rs 10000000.
19. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years of evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant of the OEM is less than 3 year old, the average turnover in respect of the completed financial year should be not less than Rs 10000000. RELATED TO primary product having highest bid value should meet this criterion.
20. Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 7 years of service life.
21. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility for the quoted GST %.
22. **End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided by the Buyer.
23. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Bidder's failure to upload the bid is liable for rejection.


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NEIGRIHMS Shillong-793018

24. Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufa before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having criterion.
25. For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ ha MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ p
26. Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of
27. Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Dat
28. **Shelf Life:** The Product to be supplied must have minimum consumables 12 months Shelf Life Shelf Life. On
29. **Upload Manufacturer authorization:** Wherever Authorised Distributors are submitting the bid, Manufactur furnished along with the bid.
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2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior writ
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally lia Sellers obligations there under.
31. The successful bidder has to supply all essential accessories required for the successful installation and comm supply and cost should be included in bid price: Supply transport, loading ,unloading, all related d services , a
32. Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and d demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Furth

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

This Bid is also governed by the General Terms and Conditions.

