

Contract



Contract No: GEMC-511687728728163

Generated Date: 06-Jan-2022

Bid/RA/PR No: GEM/2021/B/1269750

OT/G - 770/2021-22 / dt: 7/01/2022

dt: 7/01/2022

Organisation 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 Zone: Neigrihms, Shillong	Buyer Details C-10/2021-22/Pt 6. 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
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Financial Approval Detail IFD Concurrence: Yes Designation of Administrative Approval: Director vide CDN-C-65/21-22 under ECRP-II, dt: 15/12/2021 Designation of Financial Approval: Dy. Director (Admin) C-65/2021-22, dt: 15/12/2021 (ECRP)	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
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Seller Details GeM Seller ID: AFC3190000810439 Company Name: Biosis Medical Services Contact No.: 09706080206 Email ID: biosismedical@gmail.com Address: HNO 96,4th Bye Lane B K Kakoti Road, Ulubari, Guwahati, assam-781007, - MSME verified: No MSME Registration number: - GSTIN: 18ABZPA0454A1ZX	<p align="center">ECRP - 21-22</p> <p align="center">- M Shaligaban / M - for notification of all ③ & ④ under Hospital Revolving Fund</p>
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*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 : Intelligent ventilation mode with necessary hardware & software & probes Brand : Hamilton Medical AG Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM	BOQ (Q3)	Intellivent-ASV	9019	5	set	-	5,292,000
2	Product Name : Automatic cuff pressure monitoring Device Brand : Hamilton Medical AG Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM	BOQ (Q3)	Intellucuff	9019	5	nos	-	1,869,000
3	Product Name : Drug Delivery System (without controller) Brand : Aerogen Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM	BOQ (Q3)	Aerogen Solo	9018	50	nos	-	279,000
4	Product Name : Sterile water (1000 ml) Brand : Denis Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM	BOQ (Q3)		3004	5,000	nos	-	560,000

Total Order Value (in INR)

① BME / 2/1W / B/Nava
 ② 26 medical store - under HRF for
 ③ ④ - for notification of
 ⑤ Dr Kavstan / MS / DMS / SO / DDA / DC
 ⑥ M Ramani for receipt

Consignee Detail

Email ID:
con18.neigrihms.ml@gembuyer.in
Contact: 0364-2538044-
GSTIN: -
Address: P.O. NEIGRIHMS,
Mawdiangdiang, Shillong,
EAST KHASI HILLS, MEGHALAYA-
793018, India

hardware & software & probes	-	5	06-Jan-2022	07-Mar-2022
Automatic cuff pressure monitoring Device	-	5	06-Jan-2022	07-Mar-2022
Drug Delivery System (without controller)	-	50	06-Jan-2022	05-Feb-2022
Sterile water (1000 ml)	-	5,000	06-Jan-2022	05-Feb-2022

Specification 1

Specification Document

Buyer BOO Document

Seller BOO Document

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.

Corrigendum

1. **Extended Upto** : 2021-06-24 14:00:00
2. **Extended Upto** : 2021-06-25 14:00:00
3. **Extended Upto** : 2021-06-28 14:00:00
4. **Extended Upto** : 2021-07-02 14:00:00
5. **Extended Upto** : 2021-07-09 14:00:00
6. **Extended Upto** : 2021-07-12 14:00:00
7. **Extended Upto** : 2021-07-16 14:00:00
8. **Extended Upto** : 2021-07-19 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

State & Procurement Dept
NEIGRIHMS Shillong

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

2.6 Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

2.7 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.

2.8 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.

2.9 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.

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

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

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

2.13 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.

2.14 ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

2.15 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.

2.16 The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

2.17 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): Test ,safety reports.

2.18 Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide Comprehensive Maintenance Service for next 5

if it fails to accept the CMC contract when called upon by the buyer. CMC would include cost of Spares (Upload the undertaking). The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 2% of total CMC value valid up to CMC period plus 2 months (if there is no other claim).

2.19 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.

2.20 Over and above the normal Warranty terms as per GeM GTC, the successful bidder / OEM shall have to provide Comprehensive Warranty during the entire Standard warranty period as per contract. : The comprehensive warranty shall be covering the following scope Spares (Upload an undertaking with the bid confirming compliance by the bidder If Bidder is taking onus of this compliance. In case OEM is taking onus of this compliance, OEM undertaking is to be uploaded along with Bidder undertaking)

2.21 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.

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

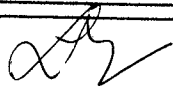
2.23 Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of NEIGRIHMS EMD SECURITY DEPOSITS A/C (Name of the Seller). The bank should certify on it that the deposit 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.

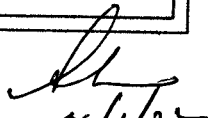
2.24 Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name NEIGRIHMS EMD SECURITY DEPOSITS Account No. 30270200000027 IFSC Code BARB0MAWDIA q 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.

2.25 Buyer Added text based ATC clauses

File no:-NEIGR/S&P/C-10/2021-22/Pt-III

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




09/1/22
Store & Procurement Officer
NEIGRIHMS Shillong-18

1. Intelligent ventilation mode for passive and spontaneously breathing adult and paediatric patients with necessary hardware & software & probes (SPO2 & ETCO2) for existing Hamilton C3 Ventilator - 5 set

- a) Automatically controls ventilator settings based on the targets for ventilation and oxygenation set by the clinician and on physiologic input from the patient.
- b) Automatically applies lung-protective strategies.
- c) It should provide an automated weaning protocol.
- d) It should allow the clinician sets targets for PetCO₂ and SpO₂ for the patient and then automates the ventilator controls to reach these targets while at the same time taking into account the physiologic inputs from the patient (PetCO₂, SpO₂, lung mechanics, spontaneous breaths).
- e) It should automatically set controls relevant to oxygenation (PEEP, Oxygen) and ventilation (mandatory rate, inspiratory time, tidal volume, and inspiratory pressure).
- f) It should automatically employ lung-protective strategies to minimize complications from Auto PEEP and volutrauma/barotrauma.
- g) Warranty:- 5 years & CMC 5 years

2. Automatic cuff pressure monitoring -5 nos

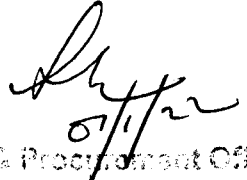
- a) It should continuously measure and automatically maintains the cuff pressure during mechanical ventilation of adults, paediatrics, and neonates using a cuffed endotracheal tube or tracheostomy
- b) It must be a standalone device with large LCD and interaction buttons/keypad
- c) It must have Safety alarms for disconnection, leak, and high pressure
- d) It should have Shut-off valve prevents loss of pressure in case of accidental disconnection.
- e) It should have Single-use tubing with bacterial filter for patient safety
- f) It must have Safety alarms for disconnection, leak, and high pressure with alarm silence function.
- g) Cuff pressure can be set from 5- 50 cmH₂O
- h) It should have rechargeable batteries, which can be charged via USB interface or with the included power adapter.
- i) It should generate an alarm while simultaneously attempting to maintain the desired cuff pressure in case of a damaged cuff
- j) Warranty:- 5 years & CMC 5 years

3. Drug Delivery System (without controller) -50 nos

- a) It should based on vibrating mesh nebulisation technology, as energy is applied the vibration element, each aperture within the mesh acts as a micro pump, drawing liquid through the holes to form consistently sized droplets.
- b) It should have a Medication Cup Capacity: 6-10mL
- c) It should be Silent Operation
- d) Nebulizer and components do not contain natural rubber latex.
- e) Does Not Heat Or Degrade Medication
- f) Suitable For Suspensions Solutions, Proteins & Peptides
- g) It should not Collect Or Nebulize Condensate From Ventilator Circuit
- h) It should Operate In-Line With Standard Ventilator Circuits & Mechanical Ventilators
- i) It should not Trigger Ventilator Alarms
- j) It should Suitable for All Patient Populations.
- k) It should Delivers All Medications Approved for Use with Standard Nebulizers.
- l) It should have Intermittent & Continuous Nebulization function.

4. Sterile water (1000 ml) -5000 nos

- a) Sterile Water for Irrigation contains water that is sterilized and packaged for use as an irrigant.
- b) No antimicrobial agent or other substance has been added.
- c) The pH is 5.5 (5.0 to 7.0). Sterile Water for Irrigation is hypotonic with an osmolality of zero mOsmol/L.
- d) The flexible plastic container is fabricated from a specially formulated polyvinyl chloride.
- e) The amount of water that can permeate from inside the container into the overwrap is insufficient to affect the fluid significantly.
- f) Water in contact with the plastic container may leach out certain chemical components from the plastic in very small amounts; however, biological testing was supportive of the safety of the plastic container materials.
- g) The container requires no vapor barrier.


Store & Procurement Officer
NEIGMS Solapur-13

01/G-770/2021-22, dt: 7/01/2022

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
<p>Type: Central Autonomous</p> <p>Ministry: Ministry of Health and Family Welfare</p> <p>Department: Department of Health and Family Welfare</p> <p>Organisation Name: North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences (NEIGRIHMS)</p> <p>Office Name: Neigrihms, Shillong</p>	<p><i>C-10/2021-22/Pt 6</i></p> <p>Name: HARENDRA DEY</p> <p>Designation: Stores and Procurement Officer</p> <p>Email ID: harendra.dey@nic.in</p> <p>GSTIN: N</p> <p>Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong EAST KHASI HILLS MEGHALAYA - 793018</p>

Financial Approval Detail
<p><i>C-65/2021-22, dt: 15/12/2021 (ECRP)</i></p> <p>Designation of official providing Administration approval: Director vide CDN-C-65/21-22 under ECRP-II, dt:-15/12/2021</p> <p>IFD Concurrence / Competent Authority (HOD / Head of Office) Approval Required? YES</p> <p>Budget availability YES</p> <p>Designation of official providing Financial approval: Dy. Director (Admin)</p>

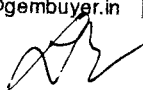
Seller Details
<p>Company Name: Biosis Medical Services</p> <p>Email ID: biosismedical@gmail.com</p> <p>Address: Biosis Medical Services Guwahati assam - 781007</p>

Product Details

#	Item Description	Model	Ordered Quantity	Unit	Price per Unit inclusive of all Duties and Taxes (in INR)	Total Price (inclusive of all Duties and Taxes (in INR))
1	Intelligent ventilation mode with necessary hardware & software & probes	Intellivent-ASV	5	set	1058400.0	5292000.0
2	Automatic cuff pressure monitoring Device	Intellicuff	5	nos	373800.0	1869000.0
3	Drug Delivery System (without controller)	Aerogen Sob	50	nos	5580.0	279000.0
4	Sterile water (1000 ml)		5000	nos	112.0	560000.0
Total Order Value (in INR)						8000000.0

Consignee Details

S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
	Khrawkumar Jithod Katrai con18.neigrihms.mk@gembuyer.in	Intelligent ventilation mode with necessary hardware & software & probes	-	5	06-Jan-2022	07-Mar-2022
		Automatic cuff pressure				



Stores & Procurement Officer
NEIGRIHMS Shillong-18
07/01/22

1	P.O. NEIGRIHMS, Mawdiangdiang, Shillong EAST KHASI HILLS MEGHALAYA - 793018	monitoring Device	-	5	06-Jan-2022	07-Mar-2022
		Drug Delivery System (without controller)	-	50	06-Jan-2022	05-Feb-2022
		Sterile water (1000 ml)	-	5000	06-Jan-2022	05-Feb-2022

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.

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