

**Contract**



**Contract No:** GEMC-511687736783436

**Generated Date:** 14-Mar-2022

**Bid/RA/PR No:** GEM/2022/B/1875672

*07/G/RCC-07/2021-22, dt: 15/03/2022*

<b>Organisation Details</b> Type: Central Autonomous Ministry: Ministry of Health and Family Welfare Department: Department of Health and Family Welfare Organisation: North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences (NEIGRIHMS) Office Zone: Nelgrihms, Shillong		<b>Buyer Details</b> 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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<b>Financial Approval Detail</b> IFD Concurrence: Yes Designation of Administrative Approval: Director Under GIA (A) for RCC .F NEIGR/S&P/R-02/2018-19/Pt Concurrence C-627/21-22 dt:14.3.22 Designation of Financial Approval: Deputy Director & DFA .CMC shall be 4.5% inclusive of GST from 6th to 10th year ,supersedes cost of CMC in the GTC of bid		<b>Paying Authority Details</b> 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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<b>Seller Details</b> GeM Seller ID: BAB2200001233184 Company Name: Wholesale pharmaceuticals Contact No.: 07085057022 Email ID: wholesalepharma@yahoo.com Address: Block-II, Pynthorumkhrah, Near Shillong Golf Club, Pynthorumkhrah, Dale Hills, East Khasi hills, MEGHALAYA-793001, - MSME verified: Yes MSME Registration number: UDYAM-ML-04-0000016 MSE Social Category: ST MSE Gender: Male GSTIN: 17ABOPL8507A1ZP		<i>C - 627/2021-22, dt: 14/03/2022</i>  <i>Under REC - Project fund</i>	
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\*GST / Tax invoice to be raised in the name of - Buyer

#	Item Description	Ordered Quantity	Unit	Unit Price (INR)	Tax Bifurcation (INR)	Price (Inclusive of all Duties and Taxes in INR)
1	Product Name : Immobilization & Patient Positioning for Accurate Treatment Brand : Panacea Medical Technologies Pvt. Ltd Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM Category Name & Quadrant : Immobilization & Patient Positioning for Accurate Treatment (Q3) Im.P.Ac.T HSN not specified by seller	1	set	8,028.320	GST (12%) : 860,177.143 GST Cess 1 (0%) : 0 GST Cess 2 (0 per accounting unit) : 0 Input Tax Credit (ITC) on GST : - ITC on GST Cess 1 : - ITC on GST Cess 2 : -	8,028.320
2	Product Name : ICT charges for Accessories for Treatment Planning and Treatment Delivery Accessories Brand : NA Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM Category Name & Quadrant : Addon Services for bid (Q3) ICT HSN not specified by seller	1	pieces	1,862,570.24	GST (12%) : 199,561.097 GST Cess 1 (0%) : 0 GST Cess 2 (0 per accounting unit) : 0 Input Tax Credit (ITC) on GST : - ITC on GST Cess 1 : - ITC on GST Cess 2 : -	1,862,570.24
Total Order Value (in INR)						<b>9,890,890.24</b>

S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: con18.neigrihms.mil@gembuyer.in Contact: 0364-2538044 GSTIN: - Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong, EAST KHASI HILLS, MEGHALAYA-793018, India	Immobilization & Patient Positioning for Accurate Treatment		1	14-Mar-2022	28-Apr-2022

*Handwritten signatures and notes:*  
 ① Dr. Rishabh Chelley  
 ② Dr. Vilesh Jyoti  
 ③ DR/PR/RA/PR  
 ④ M. Ramesh  
 ⑤ M. Ramesh  
 ⑥ M. Ramesh  
 ⑦ M. Ramesh  
 ⑧ M. Ramesh  
 ⑨ M. Ramesh  
 ⑩ M. Ramesh  
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**Product Specification for Immobilization & Patient Positioning for Accurate Treatment**

Specification	Sub-Spec	Value
Custom Specification	Custom Specification	Yes

**Comprehensive maintenance charges for Immobilization & Patient Positioning for Accurate Treatment**

Service Year	CMC Percentage	Tax Bifurcation
CMC charges for 1 st year after warranty period in % of cost of equipment	7%	GST: 12% GST Cess 1: 0% GST Cess 2: 0 per accounting unit Input Tax Credit (ITC) on GST:- ITC on GST Cess 1:- ITC on GST Cess 2:-
CMC charges for 2 nd year after warranty period in % of cost of equipment	7%	
CMC charges for 3 rd year after warranty period in % of cost of equipment	7.5%	
CMC charges for 4 th year after warranty period in % of cost of equipment	8%	
CMC charges for 5 th year after warranty period in % of cost of equipment	8%	

**Installation Commissioning and Testing (ICT) details for the above item:**

% of Product Cost Payable on Product Delivery	80 %
Min Cost Allocation for ICT as a % of product cost	20 %
Number of days allowed for ICT after site readiness communication to seller	15 Days

**Seller Specification Document:**

1. <a href="#">SpecificationDocument1</a>	<a href="http://mkp.gem.gov.in/catalog_data/catalog_support_document/54/84/732/CatalogAttrs/SpecificationDocument/2021/8/7/2021_08_07_12_11_02_impact_2021-08-07-12-11-07_8fc11dbebc963c93b96053997d829178.pdf">mkp.gem.gov.in/catalog_data/catalog_support_document/54/84/732/CatalogAttrs/SpecificationDocument/2021/8/7/2021_08_07_12_11_02_impact_2021-08-07-12-11-07_8fc11dbebc963c93b96053997d829178.pdf</a>
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**Buyer Specification Document:**

1. <a href="#">SpecificationDocument</a>	<a href="http://mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/52738/54/78/703/CatalogAttrs/SpecificationDocument/2021/7/3/treatment-planning-and-treatment-delivery-accessorie_2021-07-03-13-19-03_e39b2a276f50e750c107cf0cf4aebbf8.pdf">mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/52738/54/78/703/CatalogAttrs/SpecificationDocument/2021/7/3/treatment-planning-and-treatment-delivery-accessorie_2021-07-03-13-19-03_e39b2a276f50e750c107cf0cf4aebbf8.pdf</a>
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**Corrigendum**

1. [GeM-Bidding-Corr-3067559-1.pdf](#) [click here](#)
2. [GeM-Bidding-Corr-3067559-2.pdf](#) [click here](#)
3. **Extended Upto** : 2022-02-17 14:00:00
4. **Extended Upto** : 2022-02-19 11:00:00
5. **Extended Upto** : 2022-02-22 14:00:00

**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 R/A decrement rules shall be applicable on total price inclusive of CMC charges. Bunching of products shall not be available while creating bids with CMC charges.

8.1.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
- Similarly, A6 to A10 are to be indicated for 6th to 10th year of CMC if applicable.

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

8.3.In the price evaluation, the system shall provide function to calculate the cost of each equipment by formula indicated below including CMC and then show the inter-se ranking of the bidders. The following are the variables

- (i) Number of years for which CMC required.
- (ii) Number of years of product warranty

The formula for calculating total cost including CMC charges shall be as under:  
Total Cost for evaluation=

$$C + C * \left\{ \frac{(A1/100)}{(1.10^n)} + \frac{(A2/100)}{(1.10^{n+1})} + \frac{(A3/100)}{(1.10^{n+2})} + \frac{(A4/100)}{(1.10^{n+3})} + \frac{(A5/100)}{(1.10^{n+4})} \right\}$$

and so on  
C - Cost for equipment quoted and n shall be number of years of product warranty specified.

If 2 year warranty specified, n shall be 2 and if 5 year warranty specified, n shall be 5. A1, A2, A3, A4 & A5 shall depend on how many years CMC selected. For 3 year CMC,

only A1, A2 and A3 factors are to be taken into account and A4 and A5 will not be applicable.

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

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

9. Since CMC charges are to be paid only later for each year during CMC period, applicable performance guarantee amount after placement of contract shall be based on the cost of equipment excluding the cost of CMC Charges.

10. Performance bank guarantee applicable for CMC is to be submitted at start of the CMC and shall be applicable between 2.5% to 5% as specified in bid on total CMC Charges. The PBG submitted after award of contract shall be released only after new PBG for the CMC period is submitted and accepted by buyer/consignee after due verification. Bank guarantee for CMC is to remain valid till completion of CMC period plus one year. The bank guarantee for CMC shall be submitted to buyer directly. In case, seller fails to submit the PBG or does not provide services for the CMC contract after expiry of warranty period then PBG of equipment shall be forfeited.

11. In case of splitting of order quantity, equipment cost and CMC charges offered by L1 bidder shall be matched by higher quoting eligible bidders on one-to-one basis. The equipment cost and CMC charges (year to year) shall be matched individually.

12. The CMC Contract shall be an offline contract to be handled by buyer. The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user and scope of CMC will be as per para 1 above.

### Buyer added Bid Specific Additional Scope of Work

S.No	Document Title	Description	Applicable I.r.o. Items
1	All related works for treatment planning and treatment delivery <a href="#">View</a>	All related works pertaining to treatment planning and treatment deliver accesories	Accessories For Treatment Planning And Treatment Delivery Accessories(1)

### General Clauses w.r.t RCM/FCM

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

### Terms and Conditions

#### 1. General Terms and Conditions-

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

1.10.3 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.

1.11 The bidder should submit a self declaration to the effect in bidder's official letter head that their agency have not been black listed by any Agency whatsoever till date.

## 2. Buyer Added Bid Specific Terms and Conditions-

2.1 Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.

2.2 Make In India specific authorisation certificate needs to be enclosed.

### 2.3 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.

### 2.4 Generic:

Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 5 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

### 2.5 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.

### 2.6 Generic:

End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

### 2.7 Generic:

Experience Criteria: The Bidder or its OEM (themselves or through reseller(s)) should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

### 2.8 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 authorised Reseller.

### 2.9 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)

### 2.10 Purchase Preference (Centre):

Indian suppliers of this item are not allowed to participate and/ or compete in procurement by some foreign governments. Bidders / products from such countries are not eligible / not allowed to participate in this bid in terms of clause 1 (d) of Public Procurement (Preference to Make in India) Order, 2017

### 2.11 Purchase Preference (Centre):

Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through Udyog Aadhaar for that product category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.

### 2.12 Purchase Preference (Centre):

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 20% of total value.

### 2.13 OEM:

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

### 2.14 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.

### 2.15 Generic:

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.

### 2.16 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.

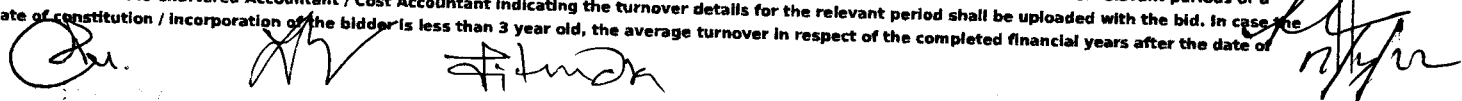
### 2.17 Generic:

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

### 2.18 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.

**2.19 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.

**2.20 Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of NEIGRIHMS EMD SECURITY DEPOSITS payable at Shillong. 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.

**2.21 Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of NEIGRIHMS EMD SECURITY DEPOSITS A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

**2.22 Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / Internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name NEIGRIHMS EMD SECURITY DEPOSITS Account No. 30270200000027 IFSC Code BARB0MAWDIA Bank Name BANK OF BARODA Branch address MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA.. Successful Bidder to indicate Contract number 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.

**2.23 Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**Accessories for Treatment Planning & Treatment Delivery/Technical Specifications**

**Addendum/Corrigendum**

North Eastern Indira Gandhi Regional Institute of Health & Medical Sciences

Bid Number: GEM/2022/B/1875672

Dated: 20-01-2022

**Treatment Planning and Treatment Delivery Accessories**

**1<sup>st</sup> Corrigendum/Addendum**

Sl. No.	Technical Specifications
1	Main Point No. 1, Sub-Point E. The sentence "Pediatric Head Rest with different angles/curvatures: (2 normal set and 1 carbon fiber set with different angle with same dimension for both Normal and Carbon fibre set)-Three Sets" should be read as "Pediatric Head Rest with different angles/curvatures: (2 Normal set and 1 Carbon Fiber/Low Density set with different angle with same dimension for both Normal and Carbon fiber set)-Three Sets."
2	Main Point No. 1, Sub-Point K. The sentence "Breast board with Arm rest for treating breast patients, A based immobilization system using. The system should be complete in all respects with board, brackets, handles, etc.- Three Sets" should be read as "Low Density/Carbon Fibre Breast board with Arm rest: for treating breast patients, A based immobilization system using. The system should be complete in all respects with board, brackets, handles, etc.- Three Sets"
3	Main Point No. 1, Sub-Point M iii. The sentence "For prone head holder: 5 nos." shall stand deleted.
4	Main Point No. 1, Sub-Point M iv. The sentence "Large cushion (bed type) with treatment windows: 5 nos." shall be read as "Large cushion (bed type) with or without treatment windows: 5 nos."
5	Main Point No. 1, Sub-Point M v. The sentence "Small cushion (bed type) with treatment windows (for rectal and bladder cases): 5 nos." shall be read as "Small cushion (bed type) with or without treatment windows (for rectal and bladder cases): 5 nos."
6	Main Point No. 1, Sub Point P. "A vacuum motor/pump shall be provided to mould the cushion" should be read as " Two vacuum motor/pump shall be provided to mould the cushion compatible with the point M "
7	Main Point No. 7, Sub-Point A. Hot Guns: the sentence modified as "Hot Gun - with temperature and flow control features".

Sl. No.	Current Specifications	Amended Specifications
1	1. Patient fixation/immobilization for 3DCRT and IMRT:	1. Patient fixation/immobilization for 3DCRT and IMRT:
2	A. Head and Neck Fixation Base Plates Three Sets (Low Density Material/Carbon Fibre).	A. Head and Neck Fixation Base Plates Three Sets (One Low Density, One Carbon Fibre Sets).
	B. Pelvic Fixation Base Plates Three Sets (Low Density	B. Pelvic Fixation Base Plates Three Sets (One Low Density, Material Set

3	Material/Carbon Fibre).	Fibre Sets).
4	C. Universal Base Plates: whole body universal base plates: Three Sets (Low Density Material/Carbon Fibre).	C. Universal Base Plates: whole body universal base plates: Three S Density Material Set; Two Carbon Fibre Sets).
5	D. Head Rest with different curvatures/angles): (Low Density Material/Carbon Fibre) with different angle with same dimension.- Three Sets	D. Head Rest with different curvatures/angles): with different ang dimension.-Three Sets (One Low Density Material set; Two Carbon Should be compatible with the respective base plates.
6	E. Pediatric Head Rest with different angles/curvatures: (2 Normal set and 1 Carbon Fiber/Low Density set with different angle with same dimension for both Normal and Carbon fibre set).-Three Sets.	E. Pediatric Head Rest with different angles/curvatures: with different an dimension for both Normal and Carbon fibre set-Three Sets (One Material set; Two Carbon Fiber Sets). Should be compatible with the re plates.
7	H. Spacers & Wedges with different angles: compatible with the above head rests (adult and peldatric)- Three Sets (1 Carbon Fibre).	H. Spacers & Wedges with different angles: compatible with the above hez and peidatric)-Three Sets (One Low Density Material set; Two Carbo Should be compatible with the respective base plates.
Note: Carbon Fibre Laminated will not be accepted, it should be fully Carbon Fibre wherever applicable.		
8	As per DPIIT notification MII content to be declared with location of value addition. As bidder to abide by Public Procurement Order 1,2,3 Issued by [ Expenditure , Ministry of Finance, Government of India.	

**2.24 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.

**2.25 Certificates:**

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.

**2.26 Certificates:**

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

**2.27 Certificates:**

To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid): File no- NEIGR/S&P/R-02 /2018-19/pt. MII content to be declared. BIS/WHO-GMP/CDS/DCGI.

Price Offered for Spares / Consumables:

[Price Offered for Spares / Consumables Document link](#)

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

*[Handwritten signatures]*

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Bid Number: GEM/2022/B/1875672  
Dated: 20-01-2022

### Bid Corrigendum

GEM/2022/B/1875672-C1

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

#### 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 with Supply/ Purchase Order.
2. Make in india specific authorisation 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 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.
4. Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 5 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
5. 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.
6. **End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.
7. 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

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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.

8. 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.
9. 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)
10. 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
11. Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through Udyog Aadhaar for that product category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.
12. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 20% of total value.

13. Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

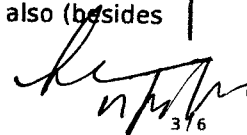
14. Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or



- subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
  - iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
15. **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.
  16. 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.
  17. **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.
  18.
    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.
  19. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
    - i) The Seller fails to comply with any material term of the Contract.
    - ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
    - iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
    - iv) The Seller becomes bankrupt or goes into liquidation.
    - v) The Seller makes a general assignment for the benefit of creditors.
    - vi) A receiver is appointed for any substantial property owned by the Seller.
    - vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.
  20. **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.
  21. **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.
  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 Shillong. 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.
  23. Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides



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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.

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 BARBOMAWDIA Bank Name BANK OF BARODA Branch address MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA.. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.
25. Buyer Added text based ATC clauses

### Accessories for Treatment Planning & Treatment Delivery Technical Specifications

#### Addendum/Corrigendum

North Eastern Indira Gandhi Regional Institute of Health & Medical Sciences

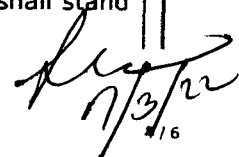
Bid Number: GEM/2022/B/1875672

Dated: 20-01-2022

### Treatment Planning and Treatment Delivery Accessories

#### 1<sup>st</sup> Corrigendum/Addendum

Sl. No.	Technical Specifications
1	Main Point No. 1. Sub-Point E. The sentence " <b>Pediatric Head Rest with different angles/curvatures:</b> (2 normal set and 1 carbon fiber set with different angle with same dimension for both Normal and Carbon fibre set)-Three Sets" should be read as " <b>Pediatric Head Rest with different angles/curvatures:</b> (2 Normal set and 1 Carbon Fiber/Low Density set with different angle with same dimension for both Normal and Carbon fiber set)-Three Sets."
2	Main Point No. 1. Sub-Point K. The sentence " <b>Breast board with Arm rest:</b> for treating breast patients, A based immobilization system using. The system should be complete in all respects with board, brackets, handles, etc.- Three Sets" should be read as " <b>Low Density/Carbon Fibre Breast board with Arm rest:</b> for treating breast patients, A based immobilization system using. The system should be complete in all respects with board, brackets, handles, etc.- Three Sets"
3	Main Point No. 1. Sub-Point M III. The sentence "For prone head holder: 5 nos." shall stand deleted.

  
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4	Main Point No. 1. Sub-Point M IV. The sentence "Large cushion (bed type) with treatment windows: 5 nos." shall be read as "Large cushion (bed type) with or without treatment windows: 5 nos."
5	Main Point No. 1. Sub-Point M V. The sentence "Small cushion (bed type) with treatment windows (for rectal and bladder cases): 5 nos." shall be read as "Small cushion (bed type) with or without treatment windows (for rectal and bladder cases): 5 nos."
6	Main Point No. 1. Sub Point P. "A vacuum motor/pump shall be provided to mould the cushion" should be read as " Two vacuum motor/pump shall be provided to mould the cushion compatible with the point M "
7	Main Point No. 7. Sub-Point A. <b>Hot Guns:</b> the sentence modified as "Hot Gun - with temperature and flow control features".

Sl. No.	Current Specifications	Amended Specifications
1	1. Patient fixation/Immobilization for 3DCRT and IMRT:	1. Patient fixation/Immobilization for 3DCRT and IMRT:
2	<b>A. Head and Neck Fixation Base Plates:</b> Three Sets (Low Density Material/Carbon Fibre).	<b>A. Head and Neck Fixation Base Plates:</b> Three Sets (One Low Density Material set; Two Carbon Fibre Sets).
3	<b>B. Pelvic Fixation Base Plates:</b> Three Sets (Low Density Material/Carbon Fibre).	<b>B. Pelvic Fixation Base Plates:</b> Three Sets (One Low Density Material Set; Two Carbon Fibre Sets)
4	<b>C. Universal Base Plates:</b> whole body universal base plates: Three Sets (Low Density Material/Carbon Fibre).	<b>C. Universal Base Plates:</b> whole body universal base plates: Three Sets (One Low Density Material Set; Two Carbon Fibre Sets).
5	<b>D. Head Rest with different curvatures/angles:</b> (Low Density Material/Carbon Fibre) with different angle with same dimension.-Three Sets	<b>D. Head Rest with different curvatures with different angle with same dimension.</b> Three Sets (One Low Density Material set; Two Carbon Fibre Sets). Should be compatible with the respective base plates.
6	<b>E. Pediatric Head Rest with different angles/curvatures:</b> (2 Normal set and 1 Carbon Fiber/Low Density set with different angle with same dimension for both Normal and Carbon fibre set)-Three Sets.	<b>E. Pediatric Head Rest with angles/curvatures:</b> with different angle with same dimension for both Normal and Carbon fibre Sets (One Low Density Material set; Two Carbon Fibre Sets). Should be compatible with the respective base plates.
7	<b>H. Spacers &amp; Wedges with different angles:</b> compatible with the above head rests (adult and pediatric)- Three Sets (1 Carbon Fibre).	<b>H. Spacers &amp; Wedges with different angles:</b> compatible with the above head rests (adult and pediatric)-Three Sets (One Low Density Material Set; Two Carbon Fibre sets). Should be compatible with the respective base plates.
	<b>Note: Carbon Fibre Laminated will not be accepted, it should be fully Carbon Fibre applicable.</b>	
8	<b>As per DPIIT notification MII content to be declared with location of value addition. As per Public Procurement Order 1,2,3 Issued by Department of Expenditure , Ministry of Finance, Government of India.</b>	

- 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.
- 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.
- 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.
- 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): File no:-NEIGR/S&P/R-02 /2018-19/pt. Mill content to be declared. BIS/WHO-GMP/CDSCO/DCGI.

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void.

\*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

