

**Sanction Order** 3/12/2025 2025.26

Sanction No: 5116877453456 Sanction Date: 24-Oct-2025

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:

**Buyer Details** 1-2024 STOPRO - ENT **Organisation Details** Name Harendra Dev Central Autonomous Stores and Procurment Officer Designation: Ministry of Health and Family Welfare Ministry: harendra.dey@nic.in Email ID: Department of Health and Family Welfare Department: GSTIN: North Eastern Indira Gandhi Regional Institute of Health and Medical Organisation P.O. NEIGRIHMS, Mawdiangdiang, Shillong Sciences (NEIGRIHMS) Name: KHASI HILLS EAST Address: Office Name: Neigrihms, Shillong MEGHALAYA - 793018

Financial Approval Detail C - 1002 2025 2025-26,

Designation of official providing Administration approval:

Director -PC -C-08-79 for ENT fixed cost of add ons File No. STOPRO-ENT-1-2024-Stores-Computer No. 219 CMC from 6 to 10 year at 3.5 per cent per year GST inclusive as per schedule and on completion of respective services

IFD Concurrence / Competent Authority (HOD / Head of Office)

YES

Approval Required?

YES

**Budget availablity** Designation of official providing Financial approval:

DDA and FA- CDN-C- 1002-25-26 -Coblation system Make-Arthro Care Model coblat order noOT-234-

14-15 Rv-Rs 388630.07

Designation Function/Budget Head of Account:

IFD/Competent Authority Diary No: 1002 IFD/Competent Authority Diary

Date:

2025-10-07

Financial Year:

NA NΑ

DDO: PD Code: Grant No:

NA NA

#### Seller Details

Company Name:

Elke Drugs Distributor

Email ID:

elkedrugs@gmail.com Elke Drugs Distributor

Address:

SHILLONG MEGHALAYA - 793003

#### **Product Details**

#	Item Description	m Description Model Ordered Quantity Unit		Price per Unit inclusive of all Dutles and Taxes (in INR)	Total Price (Inclusive of all Dutles and Taxes (in INR))	
1	Coblation System for ENT Department	WEREWOLF COBLATION System	1	pieces	5697360.0	5697360.0
Tot	al Order Value (in INR)	1				5697360.0

#### **Consignee Details**

s	.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1		Khrawkupar Jithod Katrai con18.neigrihms.ml@gembuyer.in P.O. NEIGRIHMS, Mawdiangdiang, Shillong KHASI HILLS EAST MEGHALAYA - 793018	Coblation System for ENT Department	-	1	24-Oct-2025	22-Jan-2026

#### **Terms & Conditions**

1. This issues under the power delegated to Ministries/Department of the Government of India/organization/state vide Annexure to schedule V of the Delegation of Financial Power Rules, 1978 as amended from time to time or as per applicable delegation of financial power rules as approved and amended time to time by the competent authority of the buyer organization.

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

Rest Store & Procurement Officer
NEIGRIHMS Shillong-18

NEIGRIHMS Shillong-18

# *07/G - 1024/2025 - 26, dt : 3/12/2025* अनुबंध|Contract



अनुबंध क्रमांक | Contract No: GEMC-511687745345628

अनुबंध तिथि। Generated Date: 24-Oct-2025

बोली/आरए/पीबीपी संख्या|Bid/RA/PBP No.: <u>GEM/2024/B/5520819</u>

संगठन विवरण | Organisation Details

प्ररूप | Type :

Central Autonomous

मंत्रालय | Ministry : विभाग|Department:

Ministry of Health and Family Welfare Department of Health and Family Welfare

North Eastern Indira Gandhi Regional Institute of Health and

नाम! Organisation Name Medical Sciences (NEIGRIHMS)

कार्यालय क्षेत्र|Office Zone: Neigrihms, Shillong

खरीदार विवरण | Buyer Details \$ 70 PRO - ENT

पद | Designation :

Stores and Procurment Officer

संपर्क नंबर|Contact No.:

0364-2539032-213

ईमेल आईडी|Email ID:

harendra.dey@nic.in

जीएसटीआईएन|GSTIN:

पता|Address :

P.O. NEIGRIHMS, Mawdiangdiang, Shillong,

KHASI HILLS EAST, MEGHALAYA-793018, India

1-2024

वित्तीय स्वीकृति विवरण | Financial Approval Detail

आईएफडी

सहमति| IFD Yes Concurrence:

प्रशासनिक

अनुमोदन का

पदनाम| Designation

Director -PC -C-08-79 for ENT fixed cost of add ons File No. STOPRO-EN T-1-2024-Stores-Computer No. 219 CMC from 6 to 10 year at 3.5 per c ent per year GST inclusive as per schedule and on completion of respe

ctive services Administrative

Approval: वित्तीय अनुमोदन

का पदनाम| Designation

DDA and FA- CDN-C- 1002-25-26 -Cobiation system Make-Arthro Care

Model coblat order noOT-234-14-15 Rv-Rs 388630.07

of Financial Approval:

भुगतान प्राधिकरण विवरण|Paying Authority Details

Role:

PAO

भुगतान का तरीका। Payment Mode:

Offline

पद | Designation :

Thwet Star Syngkon

ईमेल आईडी|Email ID : जीएसटीआईएन|GSTIN: thwet.syngkon@neigrihms.gov.in

पता | Address:

P.O. NEIGRIHMS, Mawdiangdiang, Shillong, KHASI HILLS EAST, MEGHALAYA-793018, India

C-1002/2025-26, dt: 7/10/2025

विक्रैता विवरण|Seller Details

जेम विक्रैता आईडी|GeM Seller ID :

कंपनी का नाम | Company Name :

Elke Drugs Distributor 08794707022

संपर्क नंबर|Contact No.: ईमेल आईडी|Email ID:

elkedrugs@gmail.com

17ABOPL8727A1ZJ (R)

89BD180000108042

पता| Address :

BLOCK 3, NONGRIMBAH, NEAR BEAT HOUSE, LAITUMKHRAH, SHILLONG, MEGHALAYA-793003. -

एमएसएमई पंजीकरण संख्या|MSME Registration number : UDYAM-ML-04-0000023

जीएसटीआईएन|GSTIN:

खरीदार द्वारा मूल्यांकित एमआईआई स्थिति | MII Status as

evaluated by buyer:

खरीदार द्वारा सत्यापित एमएसएमई स्थिति | MSME Status as

Not Verified Not Verified

verified by buyer:

एमएसई सामाजिक श्रेणी | MSE Social Category :

एमएसई लिंग श्रेणी|MSE Gender :

ST Female

\*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा|GST / Tax invoice to be raised in the name of - Buyer

वितरण निर्देश | Delivery Instructions :

Processing of Coblation unit on buy back with fixed cost of add ons as per 79 PC

उत्पाद विवरण|Product Details

#	# आइटम विवरण Item Description	आइटम विवरण  Ordered Quantity	इकाई   Unit	इकाई मूल्य (INR)  Unit Price (INR)	कर विभाजन (INR)  Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित)  Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम  Product Name: Coblation System for ENT Department ब्रांड Brand: Smith And Nephew WEREWOLF COBLATION System ब्रांड प्रकार Brand Type: NA कैटलॉग की स्थिति Catalogue Status: NA कैसे बेचा जा रहा है Selling As: NA	1	pieces	5,697,360	Mre & Decuren	orsketticer Trong-1£

मॉडल Mod एचएसएन को	और चतुर्घोष।Category Name & Quadrant : NA (-) el: WEREWOLF COBLATION System ह HSN Code: HSN not specified by seller						
pल ऑर्डर मूल्य   T	Total Order Value (in INR)	·					5,697,360
	স Consignee Detail						
प्रतेषता ।ववर क्र.सं. S.No	परेषिती Consignee		वस्तु Item	लॉट नंबर  Lot No.	मात्रा Quantity	दिनांक के बाद डिलीवरी शुरू करना है  Delivery Start After	वितरण पूरा कब तक करना है  Delivery To Be Completed By
पद  Designation : - ईमेल आईडी Email ID ; con18.neigrihms.ml@gembuyer.ln संपर्क Contact : 0364-2538044- जीएसटीआईएन GSTIN : - पता Address : P.O. NEIGRIHMS, Mawdiangdiang, Shillong, KHASI HILLS EAST, MEGHALAYA-793018, India		g,	Coblation System for ENT Department	-	1	24-Oct-2025	22-Jan-2026
Product S	pecification for Coblation System for ENT De	partment					
विनिर्देश Spe	cification	उप-विनिर्देश	Sub-Spec			ह्त्य Value	
Custom Speci	fication	Custom Spec	cification		Y	es	
ध्यापक रखर	ह्यात के लिए शक्क l Comprehensive maintenance	charges fe	or Coblation System	n for ENT De	partment		
	खाव के लिए शुल्क Comprehensive maintenance सेवा वर्ष Service Year	charges fo	or Coblation System सीएमसी प्रतिशत CM			Tax Bifurcation	
				IC Percentag		Tax Bifurcation	
CMC charges	सेवा वर्ष   Service Year	ent	सीएमसी प्रतिशत   CM	IC Percentag		Tax Bifurcation	
CMC charges	सेवा वर्ष   Service Year for 1 st year after warranty period in % of cost of equipm	ent	सीएमसी प्रतिशत   CM	IC Percentag		Tax Bifurcation	
CMC charges CMC charges	सेवा वर्ष   Service Year for 1 st year after warranty period in % of cost of equipm for 2 nd year after warranty period in % of cost of equipn	ent nent	सीएमसी प्रतिशत   CM 3.50% 3.50%	IC Percentag 6 6		Tax Bifurcation	
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CMC charges CMC charges CMC charges CMC charges	सेवा वर्ष   Service Year  for 1 st year after warranty period in % of cost of equipm  for 2 nd year after warranty period in % of cost of equipm  for 3 rd year after warranty period in % of cost of equipm  for 4 th year after warranty period in % of cost of equipm	ent nent ient ient	सीएमसी प्रतिशत   CM 3.50% 3.50% 3.50%	IC Percentage 6 6 6 6			
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CMC charges	सेवा वर्ष   Service Year  for 1 st year after warranty period in % of cost of equipm  for 2 nd year after warranty period in % of cost of equipm  for 3 rd year after warranty period in % of cost of equipm  for 4 th year after warranty period in % of cost of equipm  for 5 th year after warranty period in % of cost of equipm  for 6 year after warranty period in % of cost of equipmen	ent nent nent nent nent nent nent	सीएमसी प्रतिशत   CM 3.50% 3.50% 3.50% 3.50% 3.50% 3.50%	IC Percentage 6 6 6 6 6			
CMC charges	सेवा वर्ष   Service Year  for 1 st year after warranty period in % of cost of equipm  for 2 nd year after warranty period in % of cost of equipm  for 3 rd year after warranty period in % of cost of equipm  for 4 th year after warranty period in % of cost of equipm  for 5 th year after warranty period in % of cost of equipm  for 6 year after warranty period in % of cost of equipmer  for 7 year after warranty period in % of cost of equipmer  for 8 year after warranty period in % of cost of equipmer	ent nent ient ient it	सीएमसी प्रतिशत   CM 3.50% 3.50% 3.50% 3.50% 3.50% 3.50% 3.50%	IC Percentage 6 6 6 6 6 6 6 6 6 6 6 6 6	e कर द्विभाजन	NA  CatalogAttrs/Specif	icationDoc 4-18-
CMC charges CMC charges CMC charges CMC charges CMC charges CMC charges CMC charges CMC charges	सेवा वर्ष   Service Year  for 1 st year after warranty period in % of cost of equipm for 2 nd year after warranty period in % of cost of equipm for 3 rd year after warranty period in % of cost of equipm for 4 th year after warranty period in % of cost of equipm for 5 th year after warranty period in % of cost of equipm for 6 year after warranty period in % of cost of equipmen for 7 year after warranty period in % of cost of equipmen for 8 year after warranty period in % of cost of equipmen for 8 year after warranty period in % of cost of equipmen	ent nent ient ient it	सीएमसी प्रतिशत   CM 3.50% 3.50% 3.50% 3.50% 3.50% 3.50% 3.50%	IC Percentage 6 6 6 6 6 6 6 6 6 6 6 6 6	e कर द्विभाजन	NA  CatalogAttrs/Specif	icationDoc 4-18-

#### शुद्धिपत्र|Corrigendum

1. तक बढ़ाया गया|Extended Upto: 2024-12-09 16:00:00 2. तक बढ़ाया गया|Extended Upto: 2024-12-12 14:00:00

#### सीएमसी के लिए अतिरिक्त खंड|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 Comprehen (are a converted into Compreh

-FM

# 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 1100000 LOSI.

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 includingCMC and then show the interserranking 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\*{(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 be2 and if 5 year warranty specified, n shall be 5. A1,A2, A3, A4& A5shall depend on how many years CMC selected. For3 yearCMC, 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 25% 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 10% 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 falls 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.

# ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	Bank Of Baroda
ईंपीबीजी प्रतिश्वत (%)   ePBG Percentage(%):	3.00

बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा |The bidder shall furnish ePBG as applicable as per bid's terms and conditions

#### नियम और शर्ते|Terms and Conditions

- 1. General Terms and Conditions-
- 1.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 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) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable
- 1.3 All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.
- 2. Buyer Added Bid Specific Terms and Conditions-
- 2.1 Buyer Added Bid Specific ATC:
  Buyer Added text based ATC clauses

File no:- e office :STOPRO-ENT/1/2024-stores

Approved in Agenda C-10/74th Procurement Committee

# Scope of work & Document details

Following mandatory documents must be attache d in the bid document as specified, failing which bid will be treated as" non-responsive"

-A/h\_

Store & Procurement Officer NEIGRIHMS Shillong-18

1	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 Additional Doc1 (Requested in ATC)"
2	Documents with regard to Details compliance sta tement 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 items must be "Additional Doc 4(Requested in ATC)"
5	Component wise pricing of all equipment/turnkey /electrical/accessories/HVAC etc , must be submitted in the "Financial Document" . Not in technical Bid
	Any Detail price bid/Component wise pricing should not be attached in the technical bid, failing which bid will be consider as "Techno Commercially Non Responsive"
В	Warranty and Maintenance
1	Warranty for 2 years followed by CMC for 8 year s including Spares & service for all the items supplied
	in this particular tender including third-party ite ms and turnkey works .
2	Mandatory 2 PMs / Year with unlimited breakdow n calls has to be attended by the
	Bidder/manufacturer throughout the warranty & CMC period at site.i.e. NEIGRIHMS, SHILLONG.
3	Duly signed Mandatory PM reports has to be s ubmitted periodically, falling which necessary action
	will be initiated as per term& condition of the tender.
3	E-bidder have to adhere to Government of India, Ministry of Finance, PPD division Public procurem ent order OM F.No.6/18/2019-PPD dated 23rd july ,2020 inserting Rule 144(Xi)in GFR 2017 ,No 1 dated: 23/7/2020 and subsequent Orders No 2 & 3 or as amended from time to time , failing which the bids shall be treated as non-responsive.

1	Coblation system (Mak e:Arthro Care , Model: -coblator II) order no:-	1 set	Rs 3,88,630.0
SI. N	Description of Stores Make	Oty.	Minimum Res erve Decla red Value

Store & Procurement Officer NEIGRIHMS Skillong-18 OT-234/2014-15

Note: - The price offered in the e-price bid /BOQ shall be considered as inclusive of the buyback value.

The buyback value of the system /assets should also be indicated in the A TC-1 & financial Document as percentage of the offered FOB /Basic Cost of the system /as sets in order to arrive at Book /Reserve value for the record of the Institute.

The buyback value should essentially cover the Minimum Reserve Declared Value.

# **Buyer Added Bid Specific Terms and Conditions**

#### 1. 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. 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 a ny 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.

#### 3. Generic

IT equipment shall be IPv6 ready from day one.

#### 4. Generic

Installation, Commissioning, Testing, Configuration, Training (As applicable as per sc ope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorize d Reseller.

#### 5. Generic

Upload Manufacturer authorization: Wherever Authorized Distributors are submittin g the bid, Manufacturers Authorization 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.

#### 6. Generic

The successful bidder has to supply all essential accessories required for the success ful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and c ost should be included in bid price: All the items and accessories as per Technical Spe cification.

#### 7. Generic

-tim

Stone & Producte of the 180cs
MEIGRIMMS Shitting 12

The Buyer has an existing set up / inventory of similar products. The offered / supplie d product must be compatible with existing system. The bidder has to ensure Compatibility of the supplied items or shall have to include in the supply the necessary hardw are / software to make them compatible at no extra cost to the buyer. The details of it ems with which compatibility is required are as under: all the spares Including UPS, P C, battery, Printer, Probes & upgradation of System Software & sirthird-party Software

#### 8. Scope of Supply

Scope of supply (Bid price to include all cost components): Supply Installation Testin g Commissioning of Goods ,Training of operators and providing Statutory Clearances required (if any)

#### 9. Turnover

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bid der 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 ce rtified Audited Balance Sheets of relevant periods or a certificate from the Chartere d 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 criter ia.

#### 10. 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 / in corporation 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.

#### 11. OEM

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

#### 12. Purchase Preference (Centre)

As per DPIIT notification at the time of e-tender, bidding or solicitation the bids shall be required to indicate percentage of local content and provide self-certification (by Director/ Company Secretary) and also give details of the location/s at which value ad dition is made". Since the bidder here is not the local supplier, the same was required to be obtained from the "Class-I local supplier /Class II local supplier"

Further the details of Calculations of local content areas under:

Question 1. How to calculate Local Content?

Answer: Para 2 of the PPP-MII Order, 2017 (as amended on 16.09.2020) defines local content as

Local content' means the amount of value added in India which shall, unless otherwis e

prescribed by the Nodal Ministry, be the total value of the item procured (excluding n et

domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent. Store & Procurement Officer

**NEIGRIHMS Shillong-18** 

Mathematically,

Local content = (Sale price - Value of imported content) \* 100/ Sale price

Where, "Sale price" means price excluding net domestic indirect taxes and "Value of imported content" means price of imported content inclusive of all customs duties

Question2. How to calculate Local Content in bids involving supply of multiple items fr om single bidder?

Answer: In case of bids requiring supply of multiple items (say "X1", "X2" and "X3") by a single bidder, the local content in the bid shall be

Local content = ((Sale price of "X1" - Value of imported content in "X1") + (Sale price of "X2" - Value of imported content in "X2") + (Sale price of "X3" - Value of imported content in "X3")) \* 100/ (Sale price of "X1" + Sale price of "X2" + Sale price of "X3")

# 13. Service & Support

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.

## 14. Service & Support

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

#### 15. Service & Support

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

# 16. 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.

#### 17. Certificates

The bidder or the OEM of the offered products must have BIS/WHO-GMP/ CDSCO India n certification or alternate certification as recognized by Government of India

## 18. 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 Accepta nce of the Item.

# 19. ' 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 file prescribed in the Product Specification given in the bid document of the product Specification given in the bid document of the product Specification given in the bid document of the product Specification given in the bid document of the product of the

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#### 20. 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): All the quality & electrical safety certificates .

# 21. Warranty

Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide Comprehensive Maintenance Service for next 8 years for the offered products at the rate not more than 5% of contract price per annum. Buyer reserves the rig ht to enter into a CMC agreement with the Successful Bidder / OEM after expiry of the Warranty period at above mentioned rate and the payment for the CMC charges would be made Biannually after rendering of the CMC Services of the relevant CMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the CMC contract when called upon by the buyer. CMC would include cost of all the spares Including UPS, PC, battery, Printer, Probes & upgradation of System S oftware & third party Software (Upload the undertaking). The original Performance Security of contract will be returned only after submission and verification of AMC P erformance Security for 5% of total CMC value valid up to CMC period plus 2 month s (if there is no other claim).

#### 22. Warranty

Warranty period of the supplied products shall be 2 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.

#### 23. Warranty

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 follow ing scope all the spares Including UPS, PC, battery ,Printer ,Probes & upgradation of System Software & third party Software (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)

#### 24. Warranty

Successful bidder will have to ensure that adequate number of dedicated technical se rvice personals / engineers are designated / deployed for attending to the Service Re quest in a time bound manner and for ensuring Timely Servicing / rectification of def ects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

#### 25. Warranty

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days' time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer.

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er shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-im burse the cost of such service / rectification to the Buyer.

#### **Past Project Experience** 26.

For fulfilling the experience criteria any one of the following documents may be consi dered as valid proof for meeting the experience criteria:

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder tha t supplies against the invoices have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection releas e note, etc.

#### 27. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of NEI GRIHMS EMD SECURITY DEPOSITS payable at MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA. Bidder has to upload scanned copy / proof of the DD along with bid an d has to ensure delivery of hardcopy to the Buyer within Bid End date & time / Bid O pening date & time.

#### Forms of EMD and PBG 28.

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in t he name of A/C (Name of the Buyer). The bank should certify on it that the deposit ca n be withdrawn only on the demand or with the sanction of the pledgee. For release o f EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering let ter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to en sure delivery of hardcopy to the Buyer within Bid End date & time / Bid Opening date & time.

#### Forms of EMD and PBG 29.

Bidders can also submit the EMD with Banker's Cheque in favour of NEIGRIHMS EMD SECURITY DEPOSITS payable at MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA . B idder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within within Bid End date & time / Bid Opening dat e & time.

#### 30. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet bank ing in Beneficiary name NEIGRIHMS EMD SECURITY DEPOSITS Account No. 30270200000027 IFSC Code BARBOMAWDIA Bank Name BANK OF BARODA Branch a ddress MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA . Bidder to indicate bid n umber and name of bidding entity in the transaction details field at the time of on- I ine transfer. Bidder has to upload scanned copy / proof of the Online Payment Tran sfer along with bid.

#### 31. 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 mad e in favour of NEIGRIHMS EMD SECURITY DEPOSITS payable at MAWDIANGDIANG, SHI LLONG-793018, MEGHALAYA . After award or contract, Successful Black. Copy to the canned copy of the DD in place of PBG and has to ensure delivery of hard copy to the canned 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.

#### Forms of EMD and PBG 32.

Successful Bidder can submit the Performance Security in the form of Fixed Deposit R eceipt 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 Sell er). The bank should certify on it that the deposit can be withdrawn only on the dema nd or with the sanction of the pledgee. For release of Security Deposit, the FDR will b e 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.

#### Forms of EMD and PBG 33.

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 Ac count No. 30270200000027 IFSC Code BARBOMAWDIA Bank Name BANK OF BARODA B ranch address MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA. Successful Bidder t o indicate Contract number and name of Seller entity in the transaction details field a t 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.

29. RELATION	SHIP CERTIFICATE in Bidder,	s letter Head with	detail Declaration must b
e submitted in	n the following format"It is o	ertified that I/We,	the undersigned, do(With
Detail name &	details )/do not have relati	onshipwith any of	the employees working at
<b>NEIGRIHMS.</b>	Γhe above statement is true		against the Gem Tender En
quiry	Dated		
Date:			

(Signature) Name of the Company/Firm Seal

30.In case of need of fulfilment of statutory requirement for receipt/Installation /Oper ation of stores /system such as AERB clearance /approval , PC-PNDT, Clearance from fi re department, environmental /Site clearance etc ,the delivery/installation period sha Il commence from the date of obtaining such clearance.

31.In order to ensure provision of services(cmc) ,spares, consumables ,reagents for t he quoted system as per condition bidding and to ensure compliance as per the provis ions of the Contract Acts as amended from time to time, a triparted agreement is req uired to be concluded in prior to Final Acceptance of the store/System .

32.

#### <u>(C) 30.Additional Terms and conditions & Scope of Work for CMC</u>

Tenderer/Vendors/contractor should note that the following terms and conditions will apply sp ecifically in addition to the Rules and the Regulation as applicable to such provide services in t **Government of India.** 

- Comprehensive Annual Maintenance Contractmust include Labour, spares & Preventive Maintenance of all the excluding of battery. Ac
- cessories/Consumables
  The terms and conditions of the tender and the agreement executed will be binding on thevendor/contractor. This offer is being issue d in accordance with the terms & conditions of NEIGRIHMS/Government of India and in the manner specified herein shall operate to create a specific contract between the vendor/contractor (with whom the contract referred to) on onepart and NEIGRIHMS, Shillong, on the
- 3. The required spares to be replace must be genuine and certified from the OEM.
- Repairs to be undertaken should be within specified configuration and maintaining the integr ation on internal circuit of equipment, any deviation on configuration/ specification the repair will not be acceptable. After repairs, a certificate to the effect that the equipment is in working order and safe for patient care and non-hazardous for the handler shall be submitted by the CMC holder
  - Tenderer/Vendors/contractor is responsible to provide electrical and patient safety certificate after major repair of equipment which ar
  - e used for direct patient care.

    The system must be checked calibrated after every spare changes and detail service reportmust be submitted to the user & BME.
  - 2 nos of Periodic preventive maintenance is mandatory irrespective of unlimited service /breakdown calls.

    Same /Similar Standby system must be provided by the bidder if the system needs to send toworkshop for any major repair
  - Receipt of this offer may be acknowledged and a copy duly signed/stamped by the authorized signatory should be submitted before fina
  - lization of the agreement.

    The Performance security shall be denominated in any one of the forms namely Account PayeDemand Draft or Fixed Deposit Receipt drawn from any nationalized bank in India or Bank Guarantee issued by a nationalized bank in India, pledge in favor of Deputy Director, NEIGRIHMS, and Shillong-793018 for an amount equivalent to 3% ofthe total cost of annual CMC. The validity of the Fixed Deposit receipt tor Bank Guarantee will be upto 2 months beyond CMC period. 10.

11. It may also be noted that there should be no negligence in providing services of any type is any, complaint is received the contract will be terminated with immediate effect& Procurement Office.

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- 12. There will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (daysbasis, with penalty, to extend CMC period by double the downtime period. The vendor shall ensure optimum uptime of the system during CMC period, failing which the initiate shalli nitiate stern action, as deemed fit.

  During Comprehensive Maintenance Contract period, the supplier shall visit at each consignee's site for preventive maintenance
- including testing and calibration as per the manufacturer's service/ technical/ operational manual. The supplier shall visit each consigne e site as recommended in the manufacturer's manual, but at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- 14. Processing of bill may be considered on yearly basis with satisfactory report from the ser department. The AMC/CMC bills should be certified by the concerned Head of the Department/ In- Charge, BME and the respective DMS/MS.
- 15. Software updates should be provided free of cost during CMC. The first service call by the team of service engineers should be within 7 d
- ays of issue of this order.

  16. Settlement of disputes Director, NEIGRIHMS or his authorized representative shall be the final authority in all disputes and decision will be binding on all concerned.
- 17. All other terms & conditions are as per award of contract mentioned in pre-page.
- 18. Bidders are required to sign the CMC contract agreement within 15 (fifteen) days from theissue of the letter of award/supply order, f ailing which EMD/security deposit may be forfeited or Contract declared null and void.

पुर्जों / उपभोग्य सामग्रियों के लिए प्रस्तावित मूल्य|Price Offered for Spares / Consumables:

पुर्जों / उपभोग्य सामग्रियों के दस्तावेज़ लिक के लिए प्रस्तावित मुल्य। Price Offered for Spares / Consumables Document link

Note: Sellers are required to raise invoices online as per the contract terms on GeM portal. Timely invoice submission is mandatory for compliances, smooth payment processing, and will also contribute to improving their ratings.

नोटः यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिट आउट भूगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

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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