



# North Eastern Indira Gandhi Regional Institute of Health & Medical Sciences

(An Autonomous Institute, Ministry of Health and Family Welfare, Government of India) Directors Block Mawdiangdiang, Shillong, Meghalaya-793018

F.No: NEIGR/S&P/E -03/2022-23/Pt2

Notification of Award No:NEIGR/S&P/OT/G/BB - 1069/2022-23

PO ID:PO01230006 / Approved Date:30-01-2023

Indent-No: IN012

To

M/s Medex (India) Pvt. Ltd,

M/s Medex (I) Pvt. Ltd,DD -36, Kalkaji New

Delhi - 110019, Tel:01126218654,

medexindia@gmail.com

Principal:

M/s GSI.

10395 W 70th St, Eden Prairie, Minnesota

55344, US, Tel: (952)278-4402,

info@grason-stadler.com

Sub: Award for Supply, Installation, Testing and Commissioning of Two units of Diagnostic Tympano Meter against buy back of the old, existing absolute and unserviceable Tympano Meter (GSI, GSI 39 Version 2) procured during 2009 with 5 years warranty and thereafter 5 year CMC for department / section of ENT. f Insollater pellig

## Reference:

Tender Enquiry No: GEM/2022/B/2338957

• Offer No: NA

• Price Justification No:NA

• Price Discount Letter No:NA (On line discounted on GEM)

• PO Remarks: Approved in the IPC held on 18/11/2022, vide agenda no -47. Delivery Schedule for this system including Supply, Installation, Testing and Commissioning should be completed within 26th of March 2023. The bidder has offered the minimum declared reserve value for buy back of the old system at a cost of Rs. 1,13,016.62 for 2 units

This Order/Memorandum issues with concurrence of Finance Branch vide their UO No C - 497/2022-23 Dated 21-12-2022

Dear Sir/Madam.

With reference to Tender Enquiry No: GEM/2022/B/2338957 and your Bid/Offer NA in response an order is hereby placed on you for the complete turnkey contract of supply, transportation, installation, commissioning, provision of technical assistance, after sales service, maintenance service and other such obligations of the tenderer, training at bidders cost and demonstration of Medical equipment at this Institute, as per details indicated herein.

This order which is intended for the supply of the store detailed in the scheduled below, in accordance with the terms & conditions of NEIGRIHMS /Government of India and in the manner specified herein, shall operate to create a specific contract between the contractor (with whom the contract referred to and the requisition are placed) on one part and NEIGRIHMS, Shillong, on the other part.

SI. No	Description Of Goods	Unit	Rate Per Unit	Total Amount on(DDP at Consignee Site)
		mpano Meter odel:TYMPST <i>A</i>	AR PRO)	1100
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FOB Price/Ex-factory at Port /Airport of Loading	2nos	₹ 1,206,562.50	₹ 2,413,125.00
Goods & Service Tax (GST)	₹ 144,787.50	₹289,575.00	
Total Price for NEIGRIHMS rate	₹2,702,700.00		

In words: INR Twenty Seven Lakhs Two Thousand Seven Hundred Rupees Zero Paise

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

Tenderer/ Vendors/ Contractor should note that the following terms and condiations will apply specifically in addition to the Rules and the Regulation as applicable to such purchases in the Government of India.

# Warranty:

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

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

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

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

# Comprehensive Maintenance Contract (CMC):

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

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

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

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visit each consignee site as recommended in the manufacturer's manual, but at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.

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

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

## **CMC Equipment Cost:**

S.n	Contract period	Units	Price Per Unit	Total Cost (Exclusive of GST)
0				
1			Tympano Meter	
		(Mak	ke: GSI,Model:TYMPSTAR PR	(O)
	6th year	2	₹ 68,712.72	₹ 137,425.44
-	7th year	2	₹ 68,712.72	₹ 137,425.44
	8th year	2	₹ 68,712.72	₹ 137,425.44
	9th year	2	₹ 68,712.72	₹ 137,425.44
	10th year	2	₹ 68,712.72	₹ 137,425.44

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

For Indigenous goods or for imported goods if supplied from India: 40 days from date of Notification of Award to delivery at consignee site. (Tenderers may quote earliest delivery period).

For Imported goods directly from foreign:

FOB Contracts- 40 days from the date of opening of L/C. The date of delivery will be the date of Bill of Lading or Airway Bill (Tenderers may quote the earliest delivery period).

DDP Contracts: 40 days from the date of opening of L/C. The date of delivery will be the date of receipt by the consignee as in Consignee Receipt Certificate (Tenderers may quote the earliest delivery period).

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

## Liquidated Damages:

If the Tenderer fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the purchaser shall, without prejudice to other rights and remedies available to the

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Store & Procurement Office NEIGRIHMS Shillong-18

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purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached, purchaser may consider termination of the contract as per GCC 24. During the above-mentioned delayed period of supply and /or performance, the conditions incorporated under GCC sub-clause 22.4 above shall also apply. Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of GCC.

## Performance Security:

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

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

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

## Payment:

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

## Corrupt or Fraudulent Practices /Code of Integrity:

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

## Settlement of Disputes

Store & Procurement Officer

If there is any dispute or differences, the same may be referred to Director, NEIGRIHMS. Director, NEIGRIHMS or his authorized representative shall be the final authority in all disputes and decision taken by

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the authority will be binding on all concerned. Therefore, the jurisdiction in respect of settlement of disputes in Stores & Civil contracts shall be as per the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts (Amendment) Ordinance 2018, wherein the provision for pre -institution mediation, has been made mandatory in respective cases by the parties to the disputes.

# Name of the Consignee:

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

# All other terms & conditions are as per Tender Enquiry No / Offer No.: GEM/2022/B/2338957 / NA

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

Validated By,

Sambit Sahoo

30-01-2023 12:41:30

Yours faithfully,

Stores & Procurement

For and on behalf of Director, NEIGRIHMS, Shillong

Copy to:

Indenting Officer /Inspection authority- Head /Incharge, Department / Section of ENT

Central /Ancillary Store

Biomedical Engineer

Purchase Order Master / Relevant File

Stores Section Record

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## Enclosed:

• Annexure : Technical Specification

• Annexure : Tender Form (Section –X)

• Annexure : Compliance Statement

• Annexure : Manufacturer's Authorization / Acceptance Letter

Annexure : Details and Cost of Consumables /Reagents /Accessories

• Annexure : Others

NEIGRIHMS Shillong-18

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# **COMPLIANCE OF BOQ**

Bid Number: GEM/2022/B/2338957 Dated: 12-07-2022

MAKE Diagnostic Tympanometer

GSI, USA

TYMPSTAR PRO

MODEL

Specifications as per tender document	Our Compliance
The system should have the capacity to perform the following tests:	Meeting 100% as per tender specifications
Diagnostic Tmpanometry	Meeting 100% as per tender specifications
Reflex Decay with time base 15s, 30s, 45s and 60s.	Meeting 100% as per tender specifications
Eustachian Tube Function (Intact, perforated, patulous)	Meeting 100% as per tender specifications
Multiple Frequency tympanometry (To offer tympanograms at probe tones of 50 Hz increments from 250	Meeting 100% as per tender specifications
2000 HZ)	
Automatically calculated Resontant Frequency.	Meeting 100% as per tender specifications
To be able to display the change/difference in component values (Y, B, or G) and phase between the start	Meeting 100% as per tender specifications
pressure and the peak pressure plotted as two graphs as a function of frequency.	
Acoustic Reflex Latency Test (ARLT).	Meeting 100% as per tender specifications
ESRT (Electrical Stapedius reflux Threshold) Compatible.	Meeting 100% as per tender specifications
Wide band Tympanometry (226 Hz to 8000 Hz).	Meeting 100% as per tender specifications
To display abosorbance/reflectance in WBT.	Meeting 100% as per tender specifications
The Tmpanometry should have the following protocols like Diagnostic, Screening and should be user	Meeting 100% as per tender specifications
delilled.	
The System must have pre-programmed testing protocols.	Meeting 100% as per tender specifications
System should have the facility for storing results in its internal memory.	Meeting 100% as per tender specifications
Probe Tone: 226 Hz, 678 Hz, 1000 Hz.	Meeting 100% as per tender specifications
Admittance Measurements:	Meeting 100% as per tender specifications
Pressure Measurements:	Meeting 100% as per tender specifications
Reflex Measurements:	Meeting 100% as per tender specifications
System should have built in Large and colour display with touch screen.	Meeting 100% as per tender specifications
The System must have the following features:	Meeting 100% as per tender specifications
Pre- programmed default parameters for each test mode.	Meeting 100% as per tender specifications
Ability to change default parameters.	Meeting 100% as per tender specifications
Ability sequence programmbility or manual sequencing.	Meeting 100% as per tender specifications
The Sensitivity Scales must automatically be determined basae on peak amplitude.	Meeting 100% as per tender specifications

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Store & Procurement Office NEIGRIHMS Shillong-18

FOR MEDEX INDIA(P) LT

Specifications as per tender document	Our Compliance
The Test tracings, ECV and Pressure Meter are displayed in real-time on the monitor.	Meeting 100% as per tender specifications
Ability to overlay multiple (up to three) tracings.	Meeting 100% as per tender specifications
Ability to choose between autromatic or manual time tone presentations.	Meeting 100% as per tender specifications
To Display the time interval between on set of acoustic stimulus and onset od stapedius contraction.	Meeting 100% as per tender specifications
Peak Pressure value from the tympanogram must be maintained for Reflex testing & also must be	Meeting 100% as per tender specifications
capable for the manual adjustment.	
Able to automatically (or) manually seek and mark the threshold level.	Meeting 100% as per tender specifications
Two- component Tympanometry.	Meeting 100% as per tender specifications
View tracings in B/G format for each frequency.	Meeting 100% as per tender specifications
Probe should be light weight.	Meeting 100% as per tender specifications
The system should be a desktop model.	Meeting 100% as per tender specifications
The System should have NAOH- Compatibility for easy data management.	Meeting 100% as per tender specifications
The System should have option of external direct printing.	Meeting 100% as per tender specifications
The system should have HDMI out for external monitor.	Meeting 100% as per tender specifications
The system should have facility to connect wireless keyboard.	Meeting 100% as per tender specifications
System should have CE/USFDA/cdsco/BIS or equivalent certification.	Meeting 100% as per tender specifications

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Store & Procurement Officer
NEIGRIHMS Shillong-18



Ref:ER/GeM/GSI/Medex(NEIGRIHMS)

Dated: 01.08.2022

NEIGRIHMS,

Department of Health and Family Welfare, North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences, Mawdiangdiang, Shillong- 793018

Ref: Bid Number: GEM/2022/B/2338957, Dated: 12-07-2022.

## **AUTHORITY LETTER**

We Grason-Stadler Inc. (GSI), U.S.A having factories at U.S.A./Poland and WDH in Denmark and registered offices at 10395 West 70<sup>th</sup> Street, Eden Prairie, Minneapolis MN 55344, United States of America (U.S.A), who are proven and reputed manufacturers of Diagnostic Tympanometer do hereby authorize M/s.Medex India (P) Ltd., F-35/1, Ground Floor, Okhla Industrial Area Phase II, New Delhi – 110 020 (India) to promote and sale our range of Products on your GEM portal against your above referred Bid.

We further confirm that no supplier or firm or individual other than <u>M/s Medex India (P) Ltd.</u>, <u>New Delhi</u>is authorised to promote and sale our range of products with you against your requirement(s) for the above goods manufactured by us for above the referred Bid.

We also hereby extend our full Warranty / Guarantee as applicable.

Yours faithfully,

for and on behalf of M/s. Grason-Stadler

DANIEL MOREHEAD

**Director of International Sales** 

Wan Monchead

**GRASON STADLER INC. (GSI)** 

10395 West 70th Street, Eden Prairie,

Minneapolis MN 55344,

United States of America (U.S.A).

Phone No.: +1 952-278-4402 / +1 800-700-2282

FOR MEDEX INDIA (P) LIU.

Directo

10395 West 70th Street, Eden Prairie, MN 55344 | T. 800.700.2282 | F. 952-278-4401 | www.grason-stat/2r.com

Months =

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Store & Procurement Office NEIGRIHMS Shillong-19

# COMPLIANCE OF BOQ

Bid Number: GEM/2022/B/2338957 Dated: 12-07-2022

**Diagnostic Tympanometer** 

MODEL MAKE GSI, USA

TYMPSTAR PRO

Specifications as per tender document	Our Compliance
The system should have the capacity to perform the following tests:	Meeting 100% as per tender specifications
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Eustachian Tube Function (Intact, perforated, patulous)	Meeting 100% as per tender specifications
Multiple Frequency tympanometry (To offer tympanograms at probe tones of 50 Hz increments from 250	Meeting 100% as per tender specifications
Automatically calculated Resontant Frequency	Mosting 100% as part and ar specifications
To be able to display the change/difference in component values (Y, B, or G) and phase between the start	Meeting 100% as per tender specifications
Acoustic Reflex Latency Test (ARLT).	Meeting 100% as per tender specifications
ESRT (Electrical Stapedius reflux Threshold) Compatible.	Meeting 100% as per tender specifications
Wide band Tympanometry (226 Hz to 8000 Hz).	Meeting 100% as per tender specifications
To display abosorbance/reflectance in WBT.	Meeting 100% as per tender specifications
The Tmpanometry should have the following protocols like Diagnostic, Screening and should be user defined.	Meeting 100% as per tender specifications
The System must have pre-programmed testing protocols.	Meeting 100% as per tender specifications
System should have the facility for storing results in its internal memory.	Meeting 100% as per tender specifications
Probe Tone: 226 Hz, 678 Hz, 1000 Hz.	Meeting 100% as per tender specifications
Admittance Measurements:	Meeting 100% as per tender specifications
Pressure Measurements:	Meeting 100% as per tender specifications
Reflex Measurements:	Meeting 100% as per tender specifications
System should have built in Large and colour display with touch screen.	Meeting 100% as per tender specifications
The System must have the following features:	Meeting 100% as per tender specifications
Pre- programmed default parameters for each test mode.	Meeting 100% as per tender specifications
Ability to change default parameters.	Meeting 100% as per tender specifications
Ability sequence programmbility or manual sequencing.	Meeting 100% as per tender specifications
The Sensitivity Scales must automatically be determined basae on peak amplitude.	Meeting 100% as per tender specifications

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Store & Procurement Officer NEIGRIMMS Shillong-18

FOR MEDEX INDIA(P) LT

Specifications as per tender document	Our Compliance
The Test tracings, ECV and Pressure Meter are displayed in real-time on the monitor.	Meeting 100% as per tender specifications
Ability to overlay multiple (up to three) tracings.	Meeting 100% as per tender specifications
Ability to choose between autromatic or manual time tone presentations.	Meeting 100% as per tender specifications
To Display the time interval between on set of acoustic stimulus and onset od stapedius contraction.	Meeting 100% as per tender specifications
Peak Pressure value from the tympanogram must be maintained for Reflex testing & also must be	Meeting 100% as per tender specifications
Able to automatically (or) manually seek and mark the threshold level.	Meeting 100% as per tender specifications
Two- component Tympanometry.	Meeting 100% as per tender specifications
View tracings in B/G format for each frequency.	Meeting 100% as per tender specifications
Probe should be light weight.	Meeting 100% as per tender specifications
The system should be a desktop model.	Meeting 100% as per tender specifications
The System should have NAOH- Compatibility for easy data management.	Meeting 100% as per tender specifications
The System should have option of external direct printing.	Meeting 100% as per tender specifications
The system should have HDMI out for external monitor.	Meeting 100% as per tender specifications
The system should have facility to connect wireless keyboard.	Meeting 100% as per tender specifications
System should have CE/USFDA/cdsco/BIS or equivalent certification.	Meeting 100% as per tender specifications

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Store & Producer specifications
Store & Producer and Officer
NEIGRIANS Shillong-18

#### Contract



Contract No: GEMC-511687737864277

Generated Date: 26-Dec-2022

Bid/RA/PBP No.: GEM/2022/B/2338957

**Organisation Details** 

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

Name:

Medical Sciences (NEIGRIHMS)

Office Zone:

Neigrihms, Shillong

**Buyer Details** 

Designation:

Stores and Procurment Officer

Contact No.:

0364-2539032-213

Email ID:

Address:

harendra.dey@nic.in

GSTIN:

P.O. NEIGRIHMS, Mawdiangdiang, Shillong,

EAST KHASI HILLS, MEGHALAYA-793018, India

**Financial Approval Detail** 

IFD

Designation of Director, NEIGR/S&P/E-03/2022-23/Pt-2, RV FOR 2 NOS OF OLD Administrative TYPMANOMETER (Gsi39)- Rs.1,13,020.00/- (OT-485/2009-10)-

Approval:

processed vide C-12,59th PC ,14/06/2022(BB)

Designation of

DDA & DFA -C-497/22-23,21/12/2022

Financial Approval: **Paying Authority Details** 

Role

PAO Offline

Payment Mode:

Designation: A Accounts officer

Email ID:

Address:

accounts.neigrihms@nic.in

GSTIN:

P.O. NEIGRIHMS, Mawdiangdiang, Shillong,

KHASI HILLS EAST, MEGHALAYA-793018, India

**Seller Details** 

GeM Seller ID:

Company Name:

156D180000097644

MEDEX INDIA PRIVATE LIMITED

Contact No.:

09811145565

medexindia@gmail.com

Email ID: Address

DD 36, KALKAII, NEW DELHI, DELHI-110019, -

MSME verified:

Yes DL09D0004648

MSME Registration number: MSE Social Category:

General Male

MSE Gender: GSTIN:

07AAACM9017E1ZP

\*GST / Tax invoice to be raised in the name of - Buyer

## **Product Details**

#	tem Description	Ordered Quantity	Unit	Unit Price (INR)	Tax Bifurcation (INR)	Price (Inclusive of all Duties and Taxes in INR)
1	Product Name: DIAGNOSTIC TYMPANOMETER Brand: GSI USA Brand Type: Registered Brand Catalogue Status: Catalogue not verified by OEM Selling As: Reseller not verified by OEM Category Name & Quadrant: DIAGNOSTIC TYMPANOMETER (Q3) Model: TYMPSTAR PRO HSN Code: HSN not specified by seller	2	pieces	1,351,350	GST (5%): 128,700 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: -	2,702,700
Т	otal Order Value (in INR)					2,702,700

## **Consignee Detail**

S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
	Designation: - Email ID: con18.neigrihms.ml@gembuyer.in Contact: 0364-2538044- GSTIN: - Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong, EAST KHASI HILLS, MEGHALAYA-793018, India	DIAGNOSTIC TYMPANOMETER	-	2	26-Dec-2022	26-Mar-2023

Product Specification for DIAGNOSTIC TYMPANOMETER

Specification

Sub-Spec

Value

## Comprehensive maintenance charges for DIAGNOSTIC TYMPANOMETER

Service Year	CMC Percentage	Tax Bifurcation
CMC charges for 1 st year after warranty period in $\%$ of cost of equipment	6%	
CMC charges for 2 nd year after warranty period in % of cost of equipment	6%	<b>GST:</b> 5%
CMC charges for 3 rd year after warranty period in % of cost of equipment	6%	GST Cess 1:0% Input Tax Credit (ITC) on GST:-
CMC charges for 4 th year after warranty period in % of cost of equipment	6%	ITC on GST Cess 1:-
CMC charges for 5 th year after warranty period in % of cost of equipment	6%	

## **Seller Specification Document:**

1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/24/73/647/CatalogAttrs/SpecificationDocument/2022/8/2/2022_08_02_10_44_57_img20220711_14550017-1_2022-072022-08-02-10-45-00_10085c2b8f752 941dda5018d7dae4924.pdf

#### **Buyer Specification Document:**

1. <u>SpecificationDocument</u>	$lem:mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/52738/54/78/703/Catalog Attrs/SpecificationDocument/2022/7/11/img20220711_14550017-1_2022-07-11-18-01-58_e525a676722bfec03af \\ 0c13cadca5344.pdf$
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#### Corrigendum

- 1. GeM-Bidding-Corr-3576325-1.pdf :click here
- 2. Extended Upto: 2022-08-08 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=

 $C + C^*\{(A1/100)/(1.10^n) + (A2/100)/(1.10^n + 1) + (A3/100)/(1.10^n + 2) + (A4/100)/(1.10^n + 3) + (A5/100)/(1.10^n + 4)\} \text{ and so on } C + C^*\{(A1/100)/(1.10^n) + (A2/100)/(1.10^n + 1) + (A3/100)/(1.10^n + 2) + (A4/100)/(1.10^n + 3) + (A5/100)/(1.10^n + 4)\} \text{ and so on } C + C^*\{(A1/100)/(1.10^n) + (A2/100)/(1.10^n + 1) + (A3/100)/(1.10^n + 2) + (A4/100)/(1.10^n + 3) + (A5/100)/(1.10^n + 4)\} \text{ and so on } C + C^*\{(A1/100)/(1.10^n) + (A3/100)/(1.10^n + 2) + (A4/100)/(1.10^n + 3) + (A5/100)/(1.10^n + 4)\} \text{ and } C + C^*\{(A1/100)/(1.10^n) + (A3/100)/(1.10^n + 4) + (A3/100)/(1.10^n + 4)\} \text{ and } C + C^*\{(A1/100)/(1.10^n) + (A3/100)/(1.10^n + 4) + (A3/100)/(1.10^n + 4)\} \text{ and } C + C^*\{(A1/100)/(1.10^n) + (A3/100)/(1.10^n + 4)\} \text{ and } C + C^*\{(A1/100)/(1.10^n) + (A3/100)/(1.10^n + 4)\} \text{ and } C + C^*\{(A1/100)/(1.10^n) + (A3/100)/(1.10^n + 4)\} \text{ and } C + C^*\{(A1/100)/(1.10^n) + (A3/100)/(1.10^n + 4)\} \text{ and } C + C^*\{(A1/100)/(1.10^n) + (A3/100)/(1.10^n + 4)\} \text{ and } C + C^*\{(A1/100)/(1.10^n) + (A3/100)/(1.10^n + 4)\} \text{ and } C + C^*\{(A1/100)/(1.10^n) + (A3/100)/(1.10^n) + (A3/10$ 

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 lears CMC selections of the selection of the

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.

the first on

Store & Procurement Officer NEIGRIHMS Shillong-18 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.

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

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

#### **Terms and Conditions**

- 1. General Terms and Conditions-
- 1.1 This contract is governed by the <u>General Terms and Conditions</u>, 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
- 2. Buyer Added Bid Specific Terms and Conditions-
- 2.1 Buyer Added Bid Specific ATC
  Buyer Added text based ATC clauses

Scope	of work & Document details					
	Following mandatory documents must be attached in the bid document as specified					
	failing which bid will be treated as" Non-Responsive"					
	Cost of spare parts, consumables and accessories which are not covered under warranty & CMC period has to quote as percentage value in the Technical Bid (Additional Doc 1(Requested in ATC))List of consumables with price frozen for 10 years, or else will be consider to be cover throughout the warranty & CMC period.					
	Documents with regard to Details compliance statement to be attached At "Additional Doc 2(Requested in ATC)"					
E	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 Do 3(Requested in ATC)"					
	Documents with regard to list of Offering/Quoted items mentioning make, model & quantity of each items must be "Additional Doc 4(Requested in ATC)"					
	B Warranty and Maintenance					
	Warranty for 5 years followed by CMC for 5 years including Spares & service for all the items supplied					
	in this particular tender including third-party items and turnkey works .					

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	SHILLONG.  3 Duly signed Mandatory PM reports has to be submitted periodically, falling which necessary action  will be initiated as per term& condition of the tender.
С	Scope of work
	The bidder has to mandatorily quote for all the items /stores mentioned in the Technical Specification & Scope of Work ,failing which bid will be treated as" Non-Responsive"
D	E-bidder have to adhere to Government of India, Ministry of Finance, PPD division Public

## Minimum Reserve Value for buy back of the old system

SI. No.	Description of Stores Make	Qty.	Minimum Reserve Declared Value	
1.	Tympanometer (Make: GSi 39)	02no .	Rs. 1,13,016.62	
	Note:  - The price offered in the e-price bid /BOQ shall be considered as inclusive of the buy back value.  - The buy back value of the system /assets should also be indicated in the technocommercial bid as percentage of the offered FOB /Basic Cost of the system /assets in order to arrive at Book /Reserve value for the record of the Institute.  - The buy back value should essentially cover the Minimum Reserve Declared Value.  - The Institute reserve the right to trade or not to trade the old existing machines offered while purchasing a new one.			

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

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 any Central / State Govt Organization / PSU / Public Listed Company for 3 years before the bid opening date. Copies of relevant contracts to besubmitted 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.

Generic

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scopeof supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

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.

6. Generic

Store & Procurement Officer

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

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#### 7. Generic

The Buyer has an existing set up / inventory of similar products. The offered / supplied product must be

compatible with existing system. The bidder has to ensure Compatibility of the supplied items or shallhave to include in the supply the necessary hardware / software to make them compatible at no extra cost to the buyer. The details of items with which compatibility is required are as under: all the spares Including UPS, PC, battery ,Printer ,Probes & upgradation of System Software & third party Software

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)

9. Turnover

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the lastthree 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.

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 / 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.

11. **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.

12. Purchase Preference (Centre)

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:

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

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.

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.

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

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

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 theseller. 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 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-imberse the cost of such service / rectification to the Buyer.

#### 26. Past Project Experience

For fulfilling the experience criteria any one of the following documents may be considered as valid prooffor meeting the experience criteria:

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that 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 release note, etc.

## 27. Past Project Experience

The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:

- (i) Single order of at least 35% of estimated bid value; or
- (ii) Two orders of at least 20% each of estimated bid value; or
- (iii) Three orders of at least 15% each of estimated bid value.

Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion

#### 28. Forms of EMD and PBG

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

#### 29. Forms of EMD and PBG

a. Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). 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 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 letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within Bid End date & time / Bid Opening date & time.

#### 30. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of NEIGRIHMS EMD SECURITY DEPOSITS payable at MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA .Bidder 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 date & time.

## 31. Forms of EMD and PBG

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

32. Forms of EMD and PBG

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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

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

#### 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 Acceptance of the Item.

#### 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.

#### 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 5 years for the offered products at the rate not more than 5 % of contract price per annum. Buyer reserves the right 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 Software & third party Software (Upload the undertaking). The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 5% of total CMC value valid up to CMC period plus 2 months (if there is no other claim).

#### 22. Warranty

Warranty period of the supplied products shall be 5 years from the date of final acceptanceof 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 following scope all the spares Including UPS, PC, battery

,Printer ,Probes & upgradation of System Software & third party Software (Upload an undertaking with thebid 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 service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

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Store & Procurement Office MEIGRIHMS Shillong-18

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

#### 33. 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.

34. 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 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.

## 35.Additional Terms and conditions & Scope of Work for CMC

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

1. Comprehensive Annual Maintenance Contract must include Labour, a the spares Spares & Preventive

Maintenance of all the excluding of battery, Accessories/Consumables for store to be quoted in item no 1.

The terms and conditions of the tender and the agreement executed will be binding on thevendor/contractor. This offer is being issued 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 one part and NEIGRIHMS, Shillong, on the other part.

- The required spares to be replace must be genuine and certified from the OEM.
- 4. Repairs to be undertaken should be within specified configuration and maintaining the integration 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 forthe 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 are used for direct patient care.
  - The system must be checked & calibrated after every spare changes and detail service report must be submitted to the user & BME.
- 7. 2 nos of Periodic preventive maintenance is mandatory irrespective of unlimited service /breakdown calls.
  - 8. 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 finalization of the agreement.
  - 10. The Performance security shall be denominated in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any nationalized bank in India or Bank Guarantee issued by a nationalized bank in India, pledge in favour of Deputy Director, NEIGRIHMS, and Shillong-793018 for an amount equivalent to 3% of the total cost of annual CMC. The validity of the Fixed Deposit receipt or Bank Guarantee will be upto 2 months beyond CMC period.
- 11. It may also be noted that there should be no negligence in providing services of anytype, if any, complaint is received the contract will be terminated with immediate effect.
  - 12. 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. The vendor shall ensure optimum uptime of the system during CMC period, failing which the initiate shall initiate stern action, as deemed fit.
  - ouring CMC period, falling which the initiate shall illitiate stell action, as deemed it.

    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 consignee site as recommended in the manufacturer's manual, but at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
  - 14. Processing of bill may be considered on yearly basis with satisfactory report from theuser 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 days 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 the issue of the letter of award/supply order, failing which EMD/security deposit may be forfeited or Contract declared null and vord.

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Store & Producement On NEIGRIHMS Shillong 2.2 Buyer Added Bid Specific ATC
Buyer uploaded ATC document Click here to view the file.

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

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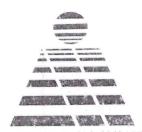
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Store & Procurem 4/Wylicer NEIGRIAMS Shillong-18 August 1, 2022

Stores & Procurement Officer NEIGRIHMS Mawdiangdiang Shillong - 793 018.

Ref:

GEM/2022/B/2338957 Dated: 12-07-2022.



# MEDEX INDIA (P) LTD

Commercial Office

F-35/1, Ground Floor, Okhia Industrial Area Phase-II. New Delhi-110 020 (INDIA) Ph +91-11-41318370 / 41318172 E-mail medex ndia@gmail.com

# LIST OF SPARES AND CONSUMABLES THAT ARE NOT COVERED UNDER WARRANTY & CAMC

SI. No.	Item Description	Cat.No.	Unit	Basic Price in %age of Total Bid price without	GST / Taxes EXTRA
1	IP30 Insert Contra Phone	8101894	1	7.76014109	12%
2	Probe Mount – Shoulder (Silicone)	8515033	1	1.410934744	
3	Probe Mount - Wrist	8013166	1	0.634920635	12%
4	Probe Mount - Clip Assembly	8006690	1	0.282186949	12%
5	Probe House Mount Kit	8108913	1	1.552028219	12%
6	Wireless Keyboard	8108506	1	2.045855379	12%
7	Eartip Sample Kit (3-18.5mm)	8109427	1	1.481481481	12%
8	Calibration Test Cavity	8108227	1	0.705467372	12%
9	Probe Tube Replacement Kit	8108100	1	0.282186949	12%
10	Probe Tip Replacement Kit (3)	8109405	1	1.410934744	12%
11	Probe Floss Cleaning Kit	8108944	1	1.410934744	12%
12	DD45C Contra Phone (10 ohm, 2 m cable)	8105676	1	13.2627866	
13	Metal Test Cavities	8108894	1	4.726631393	12%
14	Probe Tube Replacement Kit	8108100	1	0.282186949	
15	Probe Tip Replacement Kit (3)	8109405	1	1.410934744	
16	Probe Floss Cleaning Kit	8108944	1	1.410934744	
17	Thermal Paper for MPT-III printer	8500610	1	0.211640212	
18	Thermal Paper for LPQ80 printer (1 roli)	8509893	1	0.211640212	
19	Thermal Labels (8 inch) for LPQ80 printer (1 roll)	8509894	1	0.352733686	
20	Foam Pads for DD45 contra phone head band (10)	8507292	1	0.49382716	
	IP30 Probe Tip adapters (6)	8500580	1	0.705467372	
21		8107396	1	0.49382716	
22	IP30 Probe tube (yellow) and tip adapter kit	8012964	1	1.058201058	
23	Sanibel Silicone Eartips, 3-5 mm flanged, 100 Count Sanibel Silicone Eartips, 4-7 mm flanged, 100 Count	8012966	1	1.058201058	
24		8012968	1	1.058201058	
25	Sanibel Silicone Eartips, 5-8 mm flanged, 100 Count Sanibel Silicone Eartips, Mushroom Style, 7 mm,100 Count	8013002	1	1.058201058	
26	Sanibel Silicone Eartips, Mushroom Style, 7 min, 100 Count Sanibel Silicone Eartips, Mushroom Style, 8 mm, 100 Count	8013004	1	1.058201058	
27		8012970	1	1.058201058	
28	Sanibel Silicone Eartips, Mushroom Style, 9 mm, 100 Count	8012972	1	1.058201058	
29	Sanibel Silicone Eartips, Mushroom Style, 10 mm, 100 Count	8012974	1	1.058201058	
30	Sanibel Silicone Eartips, Mushroom Style, 11 mm, 100 Count	8012976	1	1.058201058	
31	Sanibel Silicone Eartips, Mushroom Style, 12 mm, 100 Count	8012978	1	1.058201058	
32	Sanibel Silicone Eartips, Mushroom Style, 13 mm, 100 Count	8012980	1	1.058201058	
33	Sanibel Silicone Eartips, Mushroom Style, 14 mm, 100 Count	8012982	1	1.058201058	
34	Sanibel Silicone Eartips, Mushroom Style 15 mm, 100 Count	8012984	1	1.058201058	
35	Sanibel Silicone Eartips, Mushroom Style, 19 rnm, 100 Count	8012963	1	0.564373898	
36	Sanibel Silicone Eartips, 3-5 mm flanged, 25 Count	8012965	1	0.564373898	
37	Sanibel Silicone Eartips, 4-7 mm flanged, 25 Count		1	0.564373898	
38	Sanibel Silicone Eartips, 5-8 mm flanged, 25 Count	8012967 8013001	1	0.564373898	
39	Sanibel Silicone Eartips, Mushroom Style, 7 mm, 25 Count	8013001	$\frac{1}{1}$	0.564373898	7
40	Sanibel Silicone Eartips, Mushroom Style, 8 mm, 25 Count			0.564373898	
41	Sanibel Silicone Eartips, Mushroom Style, 9 mm, 25 Count	8012969	1 1	0.564373898	
42	Sanibel Silicone Eartips, Mushroom Style, 10 mm, 25 Count	8012971	1 1		
43	Sanibel Silicone Eartips, Mushroom Style, 11 mm, 25 Count	8012973	1 1	0.564373898	
44	Sanibel Silicone Eartips, Mushroom Style, 12 mm, 25 Count	8012975	1 1	0.564373898	
45	Sanibel Silicone Eartips, Mushroom Style, 13 mm, 25 Count	8012977	1	0.564373898	3 12%

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SI.	Item Description	Cat.No.	Unit	Basic Price in	GST / Taxes
No.				%age of Total Bid	EXTRA
46	Sanibel Silicone Eartips, Mushroom Style, 14 mm, 25 Count	8012979	1	0.564373898	12%
47	Sanibel Silicone Eartips, Mushroom Style, 15 mm, 25 Count	8012981	1	0.564373898	12%
48	Sanibel Silicone Eartips, Mushroom Style, 19 mm, 25 Count	8012983	1	0.564373898	12%
49	Sanibel Silicone Eartips, Umbrella Style, 7.5 mm, 100 Count	8012986	1	1.058201058	12%
50	Sanibel Silicone Eartips, Umbrella Style, 9 mm, 100 Count	8012988	1	1.058201058	12%
51	Sanibel Silicone Eartips, Umbrella Style, 10 mm, 100 Count	8012990	1	1.058201058	12%
52	Sanibel Silicone Eartips, Umbrella Style, 11 mm, 100 Count	8012992	1	1.058201058	12%
53	Sanibel Silicone Eartips, Umbrella Style, 13 mm, 100 Count	8012994	1	1.058201058	12%
54	Sanibel Silicone Eartips, Umbrella Style, 15 mm, 100 Count	8012996	1	1.058201058	12%
55	Sanibel Silicone Eartips, Umbrella Style, 19 mm, 100 Count	8012998	1	1.058201058	12%
56	Sanibel Silicone Eartips, Umbrella Style, 22 mm, 100 Count	8013000	1	1.058201058	12%
57	Sanibel Silicone Eartips, Umbrella Style, 7.5 mm, 25 Count	8012985	1	0.564373898	12%
58	Sanibel Silicone Eartips, Umbrella Style, 9 mm, 25 Count	8012987	1	0.564373898	12%
59	Sanibel Silicone Eartips, Umbrella Style, 10 mm, 25 Count	8012989	1	0.564373898	12%
60	Sanibel Silicone Eartips, Umbrella Style, 11 mm, 25 Count	8012991	1	0.564373898	12%
61	Sanibel Silicone Eartips, Umbrella Style, 13 mm, 25 Count	8012993	1	0.564373898	12%
62	Sanibel Silicone Eartips, Umbrella Style, 15 mm, 25 Count	8012995	1	0.564373898	12%
63	Sanibel Silicone Eartips, Umbrella Style, 19 mm, 25 Count	8012997	1	0.564373898	12%
64	Sanibel Silicone Eartips, Umbrella Style, 22 mm, 25 Count	8012999	1	1.552028219	12%
65	Grason Eartips, Sample Kit (3-18.5mm), 25 Count Each	8109426	1	2.892416226	12%
66	Grason Eartips, Sample Kit (3-18.5mm), 10 Count Each	8109427	1	1.622574956	12%
67	Grason Eartips, 3-6 mm (green), 100 Count	8109428	1	1.058201058	12%
68	Grason Eartips, 6 mm (yellow), 100 Count	8109429	1	1.058201058	. 12%
69	Grason Eartips, 7 mm (red), 100 Count	8109430	1	1.058201058	12%
70	Grason Eartips, 8 mm (blue), 100 Count	8109432	1	1.058201058	
71	Grason Eartips, 9 mm (green), 100 Count	8109433	1	1.058201058	12%
72	Grason Eartips, 10 mm (yellow), 100 Count	8109434	1	1.058201058	
73	Grason Eartips, 11 mm (red), 100 Count	8109435	1	1.058201058	
74	Grason Eartips, 12 mm (blue), 100 Count	8109436	1	1.058201058	12%
75	Grason Eartips, 13 mm (green), 100 Count	8109437	1	1.058201058	
76	Grason Eartips, 14 mm (yellow), 100 Count	8109438	1	1.058201058	
77	Grason Eartips, 16 mm (red), 100 Count	8109439	1	1.058201058	
78	Grason Eartips, 18.5 mm (blue), 100 Count	8109440	1	1.058201058	

The cost of Accessories, consumables which are not covered in warranty / CMC are offered above in percentage of Total Bid Price.

The above offered consumables are to be procured from Medex India (P) Ltd. as they are proprietary in nature.

GST would be charged EXTRA as mentioned above or as applicable at the time of billing.

Declared Value for Buy-back of the old system

S.	Description of Stores	Make & Model	Qty.	Declared	
No.		,		Value in %	
- 0	, in the second			incl. GST	
1	TYMPANOMETER	Make: GSI	2	10.5820106	

Note: The cost of Buy-back value shown above in percentage has already been deducted from the Price of the new equipment offered by us at GeM Portal. Hence, the cost shown in Price Section shall be treated as Net value for the new machine only, after

FOR MEDEX INDIA (P) LTD.

Place: New Delhi

Date: 01.08.2022

Signature with Seal of Tenderer:

Name:

**Business Address** 

Sameer Kapoor-Managing Dir. M/s Medex India (P) Ltd.

F-35/1, Ground Floor

Okhla Industrial Area Phase II

New Delhi - 110 019

Store & Procurement Officer

**NEIGRIHMS Shillong-18** 



August 1, 2022

NEIGRIHMS, Department of Health and Family Welfare, North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences, Mawdiangdiang, Shillong- 793018 Commercial Office

F-35/1. Ground Floor Okhla Industrial Area Phase-II. New Delhi-110 020 (INDIA) Ph.: +91-11-41318370 / 41318172 E-mail . medexindia@gmail.com m e d e x i @ a i r t e l m a i l . i n

Ref: I

Bid Number: Tympanometer.

GEM/2022/B/2338957

Dated: 12-07-2022

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r Diagnostic

Sub: MII Certificate.

Dear Sir,

We take reference of your above referred Bid Document for "Diagnostic Tympanometer".

In this context, we wish to confirm that the equipment offered by us against your above referred Bid Document is manufactured in USA.

We further confirm that there is no local content in the offered equipment.

Thanking you,

Yours' Faithfully, For Medex India Pvt. Ltd. Store & Procurement Officer NEIGRIHMS Shillong-18

DIRECTOR

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