



## Sanction Order

Sanction No: 511687763556398

Sanction Date: 11-Jan-2023

OT/G-1104/2022-23, dt: 11/01/2023

Sanction of the competent authority is hereby conveyed for incurring an expenditure of amount as under towards the cost of Purchase order/Contract placed on the Seller for Supply of Goods/Services as per the contract for making payment to the Seller subject to deduction of TDS as applicable:

Organisation Details	Buyer Details
Type: Central Autonomous Ministry: Ministry of Health and Family Welfare Department: Department of Health and Family Welfare Organisation: North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences (NEIGRIHMS) Office Name: Neighrims, Shillong	D-01/2021-22 Name: Harendra Dey Designation: Stores and Procurement Officer Email ID: harendra.dey@nic.in GSTIN: N Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong EAST KHASI HILLS MEGHALAYA - 793018

Financial Approval Detail
C-529/2022-23, dt: 10/1/2023
Designation of official providing Administration approval: Director, Head of Dept; D-01/2021-22 Endomotor and Apex Locator
IFD Concurrence / Competent Authority (HOD / Head of Office) Approval Required? YES
Budget availability YES
Designation of official providing Financial approval: DD(A) & DDO; C-529/2022-23

Immediate supply of Billings

Seller Details
Company Name: COLTENE WHALEDENT PRIVATE LIMITED Email ID: tenders.india@coltene.co.in Address: COLTENE WHALEDENT PRIVATE LIMITED Raigad MAHARASHTRA - 410208

#	Item Description	Model	Ordered Quantity	Unit	Price per Unit inclusive of all Duties and Taxes (in INR)	Total Price (inclusive of all Duties and Taxes (in INR))
1	Endomotor	Canal Pro CL2i WAP	2	pieces	73920.0	147840.0
2	Apex Locator	Canal Pro Apex Locator	2	pieces	64960.0	129920.0
Total Order Value (in INR)						277760.0

S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Khrawkumar Jithod Katrai con18.neighrims.mil@gembuyer.in P.O. NEIGRIHMS, Mawdiangdiang, Shillong EAST KHASI HILLS MEGHALAYA - 793018	Endomotor	-	2	11-Jan-2023	10-Feb-2023
		Apex Locator	-	2	11-Jan-2023	10-Feb-2023

## Terms &amp; Conditions

1. This issues under the power delegated to Ministries/Department of the Government of India/organization/state vide Annexure to schedule V of

11/01/2023

Reviewed

1

2

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4

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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/ transaction purpose.

*[Signature]*

*[Signature]*

*[Signature]*

Store & Procurement Officer  
NEIGRIHA Shillong-18

## Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687763556398

Generated Date | अनुबंध तिथि: 11-Jan-2023

Bid/RA/BP No. | बोली/आरए/बीपी संख्या: GEM/2022/B/2406445

OT/G-1104/2022-23, dt: 31/01/2023

## Organisation Details | संगठन विवरण

Type | प्रकार: Central Autonomous  
Ministry | मंत्रालय: Ministry of Health and Family Welfare  
Department | विभाग: Department of Health and Family Welfare  
Organisation Name | संगठन का नाम: North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences (NEIGRIHMS)  
Office Zone | कार्यालय क्षेत्र: Neigrihms, Shillong

## Buyer Details | खरीदार विवरण

Designation | पद: Stores and Procurement Officer  
Contact No. | संपर्क नंबर: 0364-2539032-213  
Email ID | ईमेल आईडी: harendra.dey@nic.in  
GSTIN | जीएसटीआईएन: N  
Address | पता: P.O. NEIGRIHMS, Mawdiangdiang, Shillong, EAST KHASI HILLS, MEGHALAYA-793018, India

## Financial Approval Detail | वित्तीय स्वीकृति विवरण

IFD Concurrence | आईएफडी सहमति: Yes  
Designation of Administrative Approval | प्रशासनिक अनुमोदन का पदनाम: Director, Head of Dept; D-01/2021-22 Endomotor and Apex Locator  
Designation of Financial Approval | वित्तीय अनुमोदन का पदनाम: DD(A) & DDO; C-529/2022-23

## Paying Authority Details | भुगतान प्राधिकरण विवरण

Role: PAO  
Payment Mode | भुगतान का तरीका: Offline  
Designation | पद: A Accounts officer  
Email ID | ईमेल आईडी: accounts.neigrihms@nic.in  
GSTIN | जीएसटीआईएन: N  
Address | पता: P.O. NEIGRIHMS, Mawdiangdiang, Shillong, KHASI HILLS EAST, MEGHALAYA-793018, India

## Seller Details | विक्रेता विवरण

GeM Seller ID | जेम विक्रेता आईडी: 10BD19000904622  
Company Name | कंपनी का नाम: COLTENE WHALEDENT PRIVATE LIMITED  
Contact No. | संपर्क नंबर: 09818194093  
Email ID | ईमेल आईडी: tenders.india@coltene.co.in  
Address | पता: Plot A-2,,MIDC,,Pendhar Road, Taloja,,Panvel, Raigad, MAHARASHTRA-410208, -  
MSME verified | एमएसएमई सत्यापित: Yes  
MSME Registration number | एमएसएमई पंजीकरण संख्या: MH27B0001464  
GSTIN | जीएसटीआईएन: 27AADCC5137A125

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

## Product Details | उत्पाद विवरण

#	Item Description   आइटम विवरण	Ordered Quantity   आइटम मात्रा	Unit   इकाई	Unit Price (INR)   इकाई मूल्य (INR)	Tax Bifurcation (INR)   कर विभाजन (INR)	Price (Inclusive of all Duties and Taxes in INR)   मूल्य (INR में सभी शुल्क और कर सहित)
1	Product Name   उत्पाद का नाम: Endomotor Brand   ब्रांड: COLTENE Brand Type   ब्रांड प्रकार: Unbranded Catalogue Status   कैटलॉग की स्थिति: Catalogue not verified by OEM Selling As   कैसे बेचा जा रहा है: Reseller not verified by OEM Category Name & Quadrant   श्रेणी का नाम और चतुर्थांश: BOQ (Q3) Model   मॉडल: Canal Pro CL2i WAP HSN Code   एचएसएन कोड: 90184900	2	pieces	73,920	NA	147,840
2	Product Name   उत्पाद का नाम: Apex Locator Brand   ब्रांड: COLTENE Brand Type   ब्रांड प्रकार: Unbranded Catalogue Status   कैटलॉग की स्थिति: Catalogue not verified by OEM Selling As   कैसे बेचा जा रहा है: Reseller not verified by OEM Category Name & Quadrant   श्रेणी का नाम और चतुर्थांश: BOQ (Q3) Model   मॉडल: Canal Pro Apex Locator HSN Code   एचएसएन कोड: 90184900	2	pieces	64,960	NA	129,920
Total Order Value   कुल ऑर्डर मूल्य (in INR)						277,760

## Consignee Detail | परेषिती विवरण

S.No   क्र.सं.	Consignee   परेषिती	Item   वस्तु	Lot No.   लॉट नंबर	Quantity   मात्रा	Delivery Start After   दिनांक के बाद डिलीवरी शुरू	Delivery To Be Completed By   डिलीवरी पूरी करने वाला

NEIGRIHMS Shillong  
31/01/2023

					करना है	वितरण पूरा कर तक करना है
1	Designation   पद : - Email ID   ईमेल आईडी : con18.neigrihms.mil@gembuyer.in Contact   संपर्क : 0364-2538044- GSTIN   जीएसटीआईएन : - Address   पता : P.O. NEIGRIHMS, Mawdiangdiang, Shillong, EAST KHASI HILLS, MEGHALAYA-793018, India	Endomotor	-	2	11-Jan-2023	10-Feb-2023
		Apex Locator	-	2	11-Jan-2023	10-Feb-2023

#### Specification | विनिर्देश 1

Specification Document | विनिर्देश दस्तावेज़

Buyer BOQ Document | क्रेता बीओक्यू दस्तावेज़

Compliance of BOQ Specification And Supporting Document | बीओक्यू विनिर्देश और सहायक दस्तावेज़ का अनुपालन

**Note | टिप्पणी:** Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

#### Specification | विनिर्देश 2

Specification Document | विनिर्देश दस्तावेज़

Buyer BOQ Document | क्रेता बीओक्यू दस्तावेज़

Compliance of BOQ Specification And Supporting Document | बीओक्यू विनिर्देश और सहायक दस्तावेज़ का अनुपालन

**Note | टिप्पणी:** Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

#### Corrigendum | सुद्धिपत्र

1. Extended Upto | तक बढ़ाया गया : 2022-08-22 14:00:00
2. Extended Upto | तक बढ़ाया गया : 2022-08-25 14:00:00
3. Extended Upto | तक बढ़ाया गया : 2022-09-13 14:00:00
4. Extended Upto | तक बढ़ाया गया : 2022-09-15 14:00:00
5. Extended Upto | तक बढ़ाया गया : 2022-09-22 14:00:00
6. Extended Upto | तक बढ़ाया गया : 2022-10-07 14:00:00
7. Extended Upto | तक बढ़ाया गया : 2022-10-08 14:00:00

#### Terms and Conditions | नियम और शर्तें

##### 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

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

- 2.1 Buyer Added Bid Specific ATC:  
Buyer Added text based ATC clauses

##### (A) Scope of work & Document details (Non buy-Back)

**A** 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

*Signature*

*Signature*

*Signature*



1	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.
2	Documents with regard to Details compliance statement to be attached At <b>"Additional Doc 2(Requested in ATC)"</b>
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 <b>"Additional Doc 3(Requested in ATC)"</b>
4	Documents with regard to list of Offering/Quoted items mentioning make, model & quantity of each items must be <b>"Additional Doc 4(Requested in ATC)"</b>
<b>B</b>	<b>Warranty and Maintenance</b>
1	Warranty for 3 years
2	Mandatory 2 PMs / Year with unlimited breakdown calls has to be attended by the Bidder/manufacturer throughout the warranty & CMC period at site,i.e. NEIGRIHMS, SHILLONG.
3	Duly signed Mandatory PM reports has to be submitted periodically, failing which necessary action will be initiated as per term& condition of the tender.
<b>C</b>	<b>Scope of work</b>
1	The bidder has to mandatorily quote for all the items /stores mentioned in the Technical Specification & Scope of Work ,failing which bid will be treated as" Non-Responsive"
<b>D</b>	E-bidder have to adhere to Government of India, Ministry of Finance, PPD division Public procurement 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.

**(B) 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 any Central / State Govt Organization / PSU / Public Listed Company for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

*[Signature]*

*[Signature]*

Procurement Officer  
NEIGRIHMS Shillong-1

3. Generic

IT equipment shall be IPv6 ready from day one.

4. Generic

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

5. Generic

Upload Manufacturer authorization: Wherever Authorized Distributors are submitting 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 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.

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 shall have 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

8. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing 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 bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

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

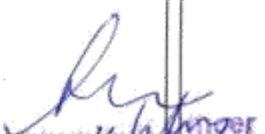
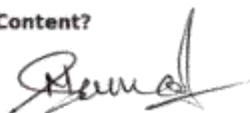
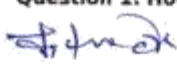
IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

12. Purchase Preference (Centre)

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 addition 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?

  
NEIGRIHMS Shillong-18

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 otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net 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.

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 from 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 Indian 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 Acceptance 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 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 3 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 3 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 following 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 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.

**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 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-imburse 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 proof for meeting the experience criteria:

- Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- Execution certificate by client with order value.
- 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:

**(A) Scope of work & Document details (Non buy-Back)**

- A Following mandatory documents must be attached in the bid document as specified  
failing which bid will be treated as "Non-Responsive"

Store & Procurement Officer  
NEIGRIHMS Shimla-19



1	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.
2	Documents with regard to Details compliance statement to be attached At <b>"Additional Doc 2(Requested in ATC)"</b>
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 <b>"Additional Doc 3(Requested in ATC)"</b>
4	Documents with regard to list of Offering/Quoted items mentioning make, model & quantity of each items must be <b>"Additional Doc 4(Requested in ATC)"</b>
<b>B Warranty and Maintenance</b>	
1	Warranty for 3 years
2	Mandatory 2 PMs / Year with unlimited breakdown calls has to be attended by the Bidder/manufacturer throughout the warranty & CMC period at site,i.e. NEIGRIHMS, SHILLONG.
3	Duly signed Mandatory PM reports has to be submitted periodically, failing which necessary action will be initiated as per term& condition of the tender.
<b>C Scope of work</b>	
1	The bidder has to mandatorily quote for all the items /stores mentioned in the Technical Specification & Scope of Work ,failing which bid will be treated as" Non-Responsive"
<b>D</b> E-bidder have to adhere to Government of India, Ministry of Finance, PPD division Public procurement 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.	

**(B) 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 any Central / State Govt Organization / PSU Public Listed Company for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

*[Signature]*

*[Signature]*

*[Signature]*  
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3. Generic

IT equipment shall be IPv6 ready from day one.

4. Generic

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

5. Generic

Upload Manufacturer authorization: Wherever Authorized Distributors are submitting 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 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.

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 shall have 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

8. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing 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 bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

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)

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 addition 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?

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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 otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net 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.

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 from 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 Indian 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 Acceptance 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 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 .

Stamp: NEIGRIAS Shilong  
Signature: [Handwritten Signature]  
Date: 4/11/20



**21. Warranty**

Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide Comprehensive Maintenance Service for next 3 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 3 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 following 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 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.

**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 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-imburse 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 proof for meeting the experience criteria:

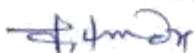
- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

**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



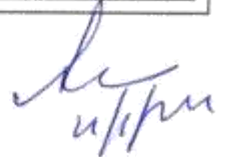
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- (i) Single order of at least 35% of estimated bid value; or
- (ii) Two orders of at least 20% each of estimated bid value; or
- (iii) Three orders of at least 15% each of estimated bid value.

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

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

नोट: यह सिस्टम जनरेट फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।



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