

Contract



Contract No: GEMC-511687737864277

Generated Date: 26-Dec-2022

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

01/G/-1069/2022-23, dt: 2/001/2023

Organisation Details

Type: Central Autonomous
 Ministry: Ministry of Health and Family Welfare
 Department: Department of Health and Family Welfare
 Organisation: North Eastern India Gandhi Regional Institute of Health and
 Name: Medical Sciences (NEIGRIHMS)
 Office Zone: Neigrihms, Shillong

Buyer Details

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

Financial Approval Detail

IFD: Yes
 Concurrence: Yes
 Designation of Director, NEIGRIHMS/2022-23/Pt-2, RV FOR 2 NOS OF OLD
 Administrative TYPANOMETER (GSI39)- Rs.1,13,020.00/- (OT-485/2009-10)-
 Approval: processed vide C-12,59th PC, 14/06/2022(BB)
 Designation of
 Financial DDA & DFA -C-497/22-23,21/12/2022
 Approval: L-497/22-23, dt 21/12/22

Paying Authority Details

Role: PAO
 Payment Mode: Offline
 Designation: A Accounts officer
 Email ID: accounts.neigrihms@nic.in
 GSTIN: N
 Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong,
 KHASI HILLS EAST, MEGHALAYA-793018, India

Seller Details

GeM Seller ID: 156D180000097644
 Company Name: MEDEX INDIA PRIVATE LIMITED
 Contact No.: 09811145565
 Email ID: medexindia@gmail.com
 Address: DD 36,KALKAJI,
 NEW DELHI, DELHI-110019, -
 MSME verified: Yes
 MSME Registration number: DL09D0004648
 MSE Social Category: General
 MSE Gender: Male
 GSTIN: 07AAACM9017E12P

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

Product Details

#	Item 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
Total Order Value (in INR)						2,702,700

Consignee Detail

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

Product Specification for DIAGNOSTIC TYMPANOMETER

Specification	Sub-Spec	Value
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Store & Procurement Officer
 NEIGRIHMS Shillong-18

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%	GST: 5% GST Cess 1: 0% Input Tax Credit (ITC) on GST:- ITC on GST Cess 1:-
CMC charges for 2 nd year after warranty period in % of cost of equipment	6%	
CMC charges for 3 rd year after warranty period in % of cost of equipment	6%	
CMC charges for 4 th year after warranty period in % of cost of equipment	6%	
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_2022-07-2022-08-02-10-45-00_10085c2b8f752941dda5018d7dae4924.pdf
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Buyer Specification Document:

1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/52738/54/78/703/CatalogAttrs/SpecificationDocument/2022/7/11/img20220711_14550017-1_2022-07-11-18-01-58_e525a676722bfec03af0c13cadca5344.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=

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

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

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

For 3 year CMC, only A1, A2 and A3 factors are to be taken into account and A4 and A5 will not be applicable.

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

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

[Signature]
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

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

Terms and Conditions

1. General Terms and Conditions-

- This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.
- 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

File no: -NEIGR/S&P/E-03/2022-23	
Scope of work & Document details	
A Following mandatory documents must be attached in the bid document as specified, failing which bid will be treated as "Non-Responsive"	
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 "Additional Doc 2(Requested in ATC)"
3	Documents with regard to Original Literature, Product catalogue, Technical datasheet from the firm/O.E.M with Highlighting as per the technical specification must attach At "Additional Doc 3(Requested in ATC)"
4	Documents with regard to list of Offering/Quoted items mentioning make, model & quantity of each items must be "Additional Doc 4(Requested in ATC)"
B Warranty and Maintenance	
1	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.
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.
C	Scope of work
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"
D	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.

Minimum Reserve Value for buy back of the old system

Sl. 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 techno-commercial 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

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.

3. Generic

IT equipment shall be IPv6 ready from day one.

4. Generic

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

5. 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

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.

Store & Procurement Officer
NEIGRIHMS Shillong-78

01/01/2022-23, dt: 02/01/2023

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

Financial Approval Detail
<p>Designation of official providing Administration approval: Director, NEIGR/S&P/E-03/2022-23/PT-2, RV FOR 2 NOS OF OLD TYPMANOMETER (Gsi39)- Rs.1,13,020.00/- (OT-485/2009-10)-processed vide C-12,59th PC, 14/06/2022(BB)</p> <p>IFD Concurrence / Competent Authority (HOD / Head of Office) Approval Required? YES</p> <p>Budget availability YES</p> <p>Designation of official providing Financial approval: DDA & DFA -C-497/22-23,21/12/2022</p>

Seller Details
<p>Company Name: MEDEX INDIA PRIVATE LIMITED</p> <p>Email ID: medexindia@gmail.com</p> <p>Address: MEDEX INDIA PRIVATE LIMITED NEW DELHI DELHI - 110019</p>

#	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	DIAGNOSTIC TYMPANOMETER	TYMPSTAR PRO	2	pieces	1351350.0	2702700.0
Total Order Value (in INR)						2702700.0

S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Khrawkupar Jithod Katrai con18.neigrihms.mil@gembuyer.in P.O. NEIGRIHMS, Mawdiangdiang, Shillong EAST KHASI HILLS MEGHALAYA - 793018	DIAGNOSTIC TYMPANOMETER	-	2	26-Dec-2022	26-Mar-2023

Terms & Conditions

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

Store & Procurement Officer
NEIGRIHMS Shillong-18