



NEIGRIHMS

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/P-02/2022-23/Pt III

Notification of Award No:GEMC-511687736384427

PO ID:PO12220001 / Approved Date:

Date 22-12-2022

Indent-No: IN12220003

To
M/s M/s Arti Enterprise ,
M/s Arti Enterprise 9A Upper
Lachumiere,Shillong - 793001, Tel:03642502374,
artienterprise@gmail.com

Principal: M/s Leica Microsystem,
Leica Microsystem, Germany,
Tel:9999999999,
TEST@TEST.COM

Sub: Processing of one unit of Cryostat (Make: Leica; Model: Leica CM 1860 UV) against buy back of old, unserviceable and existing Cryostat (Make: Slee Medical; Model: Slee Mainz Cryostat MEV; Year: 2010) with 5 years warranty and thereafter 5 year CMC for department / section of Pathology.

Reference:

- Tender Enquiry No: GEM/2022/B/2292938
- Offer No: Nil
- Price Justification No:From KMSC Ltd., Kerela vide Order No: KMSCL/EP/T446(R)/656B/2022
- Price Discount Letter No:KD/NE-INR/1013/Tender
- PO Remarks:Processing of one unit of Cryostat (Make: Leica; Model: Leica CM 1860 UV) against buy back of old, unserviceable and existing Cryostat (Make: Slee Medical; Model: Slee Mainz Cryostat MEV; Year: 2010)

This Order Memorandum issues with concurrence of Finance Branch vide their UO No C -432/2022 -23 Dated 30-09-2022

Dear Sir/Madam,

With reference to Tender Enquiry No: **GEM/2022/B/2292938** and your Bid/Offer **Nil** 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.

Sl. No	Description Of Goods	Unit	Rate Per Unit	Total Amount on(DDP at Consignee Site)
1	Cryostat (Make: Leica Microsystem,Model:Leica CM 1860 UV)			
	FOB Price/Ex-factory at Port /Airport of Loading	1nos	₹ 3,740,600.00	₹ 3,740,600.00

Total Price for NEIGRIHMS rate with 5 years warranty period

₹ 3,740,600.00

In words: INR Thirty Seven Lakhs Forty Thousands Six 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 conditions 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 maintenance 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 % 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 including testing and calibration as per the manufacturer's service/ technical/ operational manual. The Tenderer 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.

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 % 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.no	Contract period	Units	Price Per Unit	Total Cost (Exclusive of GST)
1	Cryostat (Make: Leica Microsystem, Model: Leica CM 1860 UV)			
	6th year	1	₹ 111,613.60	₹ 111,613.60
	7th year	1	₹ 111,613.60	₹ 111,613.60
	8th year	1	₹ 111,613.60	₹ 111,613.60
	9th year	1	₹ 111,613.60	₹ 111,613.60
	10th year	1	₹ 111,613.60	₹ 111,613.60

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

For Indigenous goods or for imported goods if supplied from India: 90 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- 90 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: 90 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 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 (0%) 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

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 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:

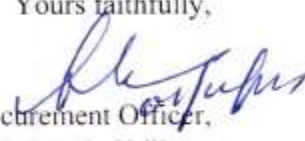
Director, North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences, Mawdiangdiang, Shillong -793018 (Meghalaya), INDIA

All other terms & conditions are as per Tender Enquiry No / Offer No.: GEM/2022/B/2292938 / Nil

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

Validated By,

Yours faithfully,


Stores & Procurement Officer,
For and on behalf of Director, NEIGRIHMS, Shillong

Copy to:

Indenting Officer /Inspection authority- Head /Incharge, Department / Section of Pathology
Central /Ancillary Store
Biomedical Engineer
Purchase Order Master / Relevant File
Stores Section Record

① Dr Vandana / ② Dr Yoober / ③ Mr. Tanu
④ Mr. / Mrs. / Mr. BME
⑤ Mr. / Mrs. / Mr. BME