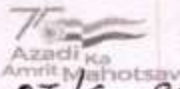


Contract



Contract No: GEMC-511687734947149

Generated Date: 21-Nov-2022

Bid/RA/PBP No.: GEM/2022/B/1918019

OT/G-984/2022-23, dt: 01/12/2022

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: Neligrihms, 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 Concurrence: Yes
Designation of Administrative: Director, F.No.NEIGR/56PR-02/2017-18/Pr.CDN-C-396/22-23,02/11/2022
Approval: DDA & DFA, Approved vide IF.No.U-12012/40/2021-NE,dated 13/10/2022, CDN-C-421/22-23,02/11/2022-SITC w.e.f. AERB
Approval: Approval Date

Paying Authority Details

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: 2CCB180000319415
Company Name: KUK MEDSOLUTIONS
Contact No.: 09311866500
Email ID: kuk@kukmedsolutions.com
Address: 1ST FLOOR, 21,,CHAWLA COMPLEX, A-215, SHAKARPUR,VIKAS MARG,,SHAKARPUR, East Delhi, DELHI-110092, -
MSME verified: No
MSME Registration number: -
GSTIN: 07ALZPB073E125

*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 : HDR BRACHYTHERAPY UNIT (CO-60) WITH ACCESSORIES AND TURNKEY WORK Brand : ECKERT & ZIEGLER BEBIG GmbH Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM Category Name & Quadrant : HDR BRACHYTHERAPY UNIT (CO-60) WITH ACCESSORIES AND TURNKEY WORK (Q3) Model: SAGINOVA HSN Code: HSN not specified by seller	1	pieces	44,932,626	GST (18%) : 6,796,531.513 GST Cess 1 (1%) : 377,585.084 GST Cess 2 (1 per accounting unit) : 1 Input Tax Credit (ITC) on GST : - ITC on GST Cess 1 : - ITC on GST Cess 2 : -	44,932,626
2	Product Name : ICT charges for HDR Brachytherapy Unit(C-60) with Accessories and turnkey work Brand : NA Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM Category Name & Quadrant : Addon Services for bid (Q3) Model: ICT HSN Code: HSN not specified by seller	1	pieces	4,992,514	GST (18%) : 755,170.034 GST Cess 1 (1%) : 41,953.891 GST Cess 2 (1 per accounting unit) : 1 Input Tax Credit (ITC) on GST : - ITC on GST Cess 1 : - ITC on GST Cess 2 : -	4,992,514
Total Order Value (in INR)						49,925,140

Consignee Detail

S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
	Designation: - Email ID:					

Store & Procurement Officer
NEIGRIHMS Shillong-18
Store & Procurement Officer
NEIGRIHMS Shillong-18

con18.neigrihms.ml@gembuyer.in Contact: 0364-2538044- GSTIN: - Address: P.O. NEIGRIHMS, Mawdlangdiang, Shillong, EAST KHASI HILLS, MEGHALAYA- 793018, India	HDR BRACHYTHERAPY UNIT (CO-60) WITH ACCESSORIES AND TURNKEY WORK	-	1	21-Nov-2022	21-Mar-2023
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Product Specification for HDR BRACHYTHERAPY UNIT (CO-60) WITH ACCESSORIES AND TURNKEY WORK

Specification	Sub-Spec	Value
Custom Specification	Custom Specification	Yes

Comprehensive maintenance charges for HDR BRACHYTHERAPY UNIT (CO-60) WITH ACCESSORIES AND TURNKEY WORK

Service Year	CMC Percentage	Tax Bifurcation
CMC charges for 1 st year after warranty period in % of cost of equipment	3.98%	GST: 18% GST Cess 1: 1% 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	3.98%	
CMC charges for 3 rd year after warranty period in % of cost of equipment	3.98%	
CMC charges for 4 th year after warranty period in % of cost of equipment	3.98%	
CMC charges for 5 th year after warranty period in % of cost of equipment	3.98%	

Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	90 %
Min Cost Allocation for ICT as a % of product cost	10 %
Number of days allowed for ICT after site readiness communication to seller	10 Days

Seller Specification Document:

1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/05/54/106/CatalogAttrs/SpecificationDocument/2022/3/7/2022_03_07_15_53_12_techupload_2022-03-07-15-53-16_b80d6533583b637eab30a57a458d24ee.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/2021/6/23/co-60-hdr-brachytherapy-unit_2021-06-22-18-30-26_ba0a72d01bbb996ec5a313efd1443c46.pdf
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Corrigendum

1. Extended Upto : 2022-03-03 20:00:00
2. GeM-Bidding-Corr-3113752-3.pdf [click here](#)
3. GeM-Bidding-Corr-3113752-4.pdf [click here](#)
4. Extended Upto : 2022-03-09 14:00:00
5. Extended Upto : 2022-03-24 14:00:00
6. Extended Upto : 2022-03-28 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.

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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.

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 must be 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.

Buyer added Bid Specific Additional Scope of Work

S.No	Document Title	Description	Applicable I.r.o. Items
1	Additional conditions for the contract View	Additional conditions for Brachytherapy contract	HDR Brachytherapy Unit(C-60) With Accessories And Turnkey Work(1)

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 **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-

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2.1 Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.

2.2 Make in India specific authorisation certificate needs to be enclosed.

2.3 Generic:

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 50% of the contracted A quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2.4 Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

NEIGRIHMS

Bid Number: GEM/2022/B/1918019

Dated: 03-02-2022

Date: 12-02-2022

HDR Brachytherapy Unit Technical Specifications

Addendum/Corrigendum

Sl. No.	Current Specifications:	Point Number as per Tender	Amended Specifications
1	In the GeM Bid Document: HDR Brachytherapy Unit (C-60) with Accessories and Turnkey work.		HDR Brachytherapy Unit (Co-60) with Accessories and Turnkey work.
2	General Specifications: The height of the device should be adjustable in order to allow easy connection of transfer tubes with a patient either seated or on a treatment table.	Main Point No. 1.	Deleted
	The HDR system must have a "Check" cable that automatically checks the operation of the complete prior to treatment.	Main Point No. 1.	The HDR system must have a "Check" cable that automatically checks the operation of the complete treatment parameters prior to treatment.
3	The unit should be capable of adjusting at various heights.	Main Point No. 2. Sub Point A.	Deleted.
	There shall be a means of programming dwell positions and times directly into the control console.	Main Point No. 2. Sub Point No. B.	Deleted.
	There shall be a means of editing dwell positions and times already loaded into the control console.	Main Point No. 2. Sub Point	Deleted.

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07/02/22

		No. B.	
4		Main Point No. 3.	The sentence "Emergency container/source container as per AERB norms should be provided" should be added to Main Point No. 3.
5	EDR3 and Gafchromic films (100 each).	Main Point No. 3.	Gafchromic films (100 no's) should be supplied.
6	-		The sentence "All the applicators for brachytherapy (Intracavitary, Interstitial etc.) should be reusable multiple times and the method of sterilization for repeat use should be mentioned clearly for each" should be added to Main Point No. 4. Applicators.
	MR compatible Interstitial Markers set.	Main Point No. 4.	CT compatible Interstitial Markers set.
	Cervix - CT compatible Fletcher Suit type applicator - 4 sets.	Main Point No. 4.	Cervix - CT compatible Fletcher Suit type applicator - 3 sets. MR compatible Fletcher Suit type applicator - 1 set.
7	The vendor shall provide a C-ARM (AERB Type Approved) along with a carbon fibre couch for imaging which shall be installed in-house with the HDR unit with DICOM image transfer capability to TPS.	Main Point No. 6.	The vendor shall provide a C-ARM (AERB Type Approved) for imaging which shall be installed in-house with Brachy couch or Table for imaging with DICOM image transfer capability to TPS.
	Imaging detector type/size: please specify.	Main Point No. 6. Sub Point No. 3.	Imaging detector/Image Intensifier type/size: please specify.
	Fluoroscopy/Radiography capability including foot switch for remote operation.	Main Point No. 6. Sub Point No. 4	Fluoroscopy/Radiography capability including foot/hand switch for remote operation i.e from Brachytherapy console room
	For image viewing 23" or more TFT monitors of medical grade mounted on a trolley.	Main Point No. 6. Sub-Point No. 16.	02 units of 21" High Resolution medical grade Monitors mounted on mobile trolley should be provided.

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	24" color TFT Flat screen.	Main Point 7, Sub Point A.	Min. 22" color TFT Flat screen.
8			The following should be added to main point no. 9:
	-	Main Point No. 9.	a. Up-time Guarantee: Up-time guarantee of 95% or more should be provided during warranty and CMC period. The firm will be required to guarantee that during the warranty period as well as during the service contract period, the equipment will be maintained in good working condition for a period of 347 days out of a period of 365 days (i.e. 95% uptime), 8 hours non-functioning of the equipment may be considered as one day down time. Essential period to shut down the installation entirely or partially shall also be included in the down time while calculating the 95% guaranteed uptime. This guaranteed uptime shall be calculated for each block of 365 days.
	-		b. The service engineer must attend the machine within 8 hrs of information of machine breakdown and should take all efforts to make functional as early as possible.
	-		c. Penalty: 1. In case down time is more than 5% penalty @ rate of 0.5% of performance security per week of part thereof will be imposed.
9	The Brachytherapy Bunker and Brachytherapy Minor OT rooms will be provided in raw state. The vendor should inspect the rooms and provide the necessary turnkey work including plastering, tiles, tables, furniture for computers, monitors, printer and TPS equipments and connecting electrical/network cables/wires and sockets, painting, doors	Main Point No. 12	The Brachytherapy Bunker and Brachytherapy Console room will be provided in raw state. The vendor should inspect the rooms and provide the necessary turnkey work including plastering, tiles, tables, furniture for computers, monitors, printer and TPS equipments and connecting electrical/network cables/wires and sockets, painting, doors and providing of chairs, Air

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and providing of chairs, Air Conditioner in both Brachy room and Brachy minor OT (If required for temperature and Humidity control) The vendor should also provide necessary cupboards and shelves for storing

Brachytherapy and QA equipments/accessories and all other OT accessories.

The material used should be a standard make and model as shown in the table below. The scope of work for turnkey will include the following rooms:

- a. HDR Brachytherapy Room With Co-60 Source.
- b. HDR Brachytherapy Control Room.
- c. TPS room

Conditioner in both Brachy room and Brachy console (for temperature and Humidity control).

The vendor should also provide necessary cupboards and shelves for storing Brachytherapy and QA equipments/accessories.

The material used should be a standard make and model as shown in the table below. The scope of work for turnkey will include the following rooms:

1. HDR Brachytherapy Room With Co-60 Source.
2. HDR Brachytherapy Control Room

Construction/modification work including construction of brick wall if any, plastering, flooring as per the approved plan and equipment layout plan. Construction renovation/modification demolition, exaction, filling work including construction of full or half brick wall if required, plastering, flooring as per the approved plan and equipment layout plan. Necessary openings/niches/cutouts, wherever required as per drawings and asked for by the Engineer-In-Charge, shall be provided by the contractor without any extra cost. Cable tray, trench & channel-necessary trenches, cable tray and channels at required locations.

Flooring: 50 mm thick cement concrete smooth finish floor topping with Vinyl flooring of standard quality in all the rooms including equipment room and all relevant rooms.

False Ceiling: Acoustical tile for ceiling with light weight insulating material of high quality supported on grid or finished seamless with support above ceiling. Ceiling height to suit the equipment mount and clearances.

All materials to be used in works shall conform to Indian Standards specification as published by ISI from

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		<p>time to time/as approved by the Department. All works are to be carried out as per the applicable IS code of practice.</p> <p>Walls: Tiles (premium Quality) to be provided in Brachy Room and console and other areas as specified.</p>
		<p>Furniture: Chairs: revolving chairs 4 nos. for monitors, console, computers, TPS, etc. should be provided.</p> <p>Cupboards: necessary and sufficient cupboards for HDR Brachytherapy Treatment Room & Control Console Room for keeping all QA Equipments, Computers at Console, Brachytherapy accessories like Transfer tubes, Templates, needles, etc. should be provided.</p>
		<p>Electrical Work: Necessary Electrical work/earthing work should be completed as per equipment requirement, air-conditioning work and DICOM connectivity to present TPS room/Brachy room/CT simulator room/MRI room etc. at RCC</p> <p>Internal Electrical Wiring: FRLS wires of copper conductor of different capacity as per the load should be used.</p> <p>General Lightings: Mirror optical type CFL of 1x28 W & 2x36 W & 2x36 W with electronic ballasts. LED lighting of 6-22 W.</p> <p>Note: All electrical items such as switches, plug sockets, etc. should be of modular type make of reputed manufacturer as listed in the table below.</p>

List Of Items are from reputed Manufacturers/Brands:

Sl. No.	Items	Referred Makes
	Flooring Vitrified	Somany, Kajaria, H&R Johnson, Marbonite,

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A	Tiles	Granamite.
B	Paint	Dulux, Asian Paints, Nerolac.
C	Plumbing	Kohler, Jaguar, Grohe, Roca.
D	Sanitary Items	CERA, Hindware, Parryware.
E	Electrical:	
	i. Cables	Finolex, Havells, V-Guard.
	ii. Switches	Legrand, L&T, Crabtree, Roma.
	iii. Distribution Box, MCB	Legrand, L&T, Siemens, Havells
	iv. Light Fittings	Phillips / Crompton / Wipro
F	Air Conditioning	Daikin, Hitachi, Blue Star, Voltas.
G	Furniture	Hermen Miller, Godrej, Featherlit

Scope of work & Document details: NBB

A	Following mandatory documents must be attached in the bid document as specified ,failing which bid will be treated as " Non-Responsive" Cost of spares, consumables and accessories not covered under warranty and CMC period shall be offered as percentage value of the system/Unit in the Technical Bid ATC1/2
1	
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"
2	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.

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2.3 FORMS OF EMD AND PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of NEIGRIHMS EMD SECURITY DEPOSITS payable at Shillong. 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.

2.5 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.

2.7 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 BARB0MAWDIA 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.

2.8 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.

2.9 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:

- Single order of at least 35% of estimated bid value; or
- Two orders of at least 20% each of estimated bid value; or
- 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

2.10 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.

2.11 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.

2.12 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.

2.13 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): F No. NEIGRI/ S&P/ R-02/ 2017-18/Pt with BIS/AERB/WHO-GMP/DGCI or EN/UL certified.

2.14 Warranty:

Warranty period of the supplied products shall be 5 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.

2.15 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 systems, equipment accessories and all turnkey elements (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)

2.16 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.

2.17 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.

2.18 Purchase Preference (Centre):

Indian suppliers of this item are not allowed to participate and/ or compete in procurement by some foreign governments. Bidders / products from such countries are not eligible / not allowed to participate in this bid in terms of clause 1 (d) of Public Procurement (Preference to Make in India) Order, 2017

2.19 Purchase Preference (Centre):

Store & Procurement Office
NEIGRIHMS Shillong-18
01/04/2018

Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through Udyog Aadhaar for that product category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.

2.20 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)

2.21 Service & Support:

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

2.22 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.

2.23 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.

2.24 Generic:

Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 5 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

2.25 Generic:

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

2.26 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.

2.27 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.

2.28 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.

2.29 Generic:

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

2.30 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.

2.31 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: Supply, transport, loading , unloading, accessories Installation, Commissioning at site, all turnkey works, AERB related statutory cost .

Price Offered for Spares / Consumables:

Price Offered for Spares / Consumables Document link

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

Signature

Signature

Store & Procurement Officer
NEIGRIHMS Shillong-18
01/04/20