



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/U - 01/2023-24

Notification of Award No:NEIGR/S&P/BB/OT/G-1067/23-24/GEMC-51168774622565

PO ID:PO02240007 / Approved Date:28-02-2024

Date 28-02-2024

Indent-No: IN02240007

To

M/s M/s RGS Enterprise,
C/o Lovely Shoes Police Bazar Shillong
,Meghalaya. , Tel:9863094593,
rgsentp@yahoo.com

Principal:

M/s EMS Electro Medical System SA,
Chem. de la Vuarpillire 31, 1260 Nyon,
Switzerland, Tel:+4122994 47 00,
welcome@ems-ch.com

Sub: Award for Supply, Installation, Testing and Commissioning of one unit of Dual Action Ultrasonic and Pneumatic Lithotripter (Make - EMS, Switzerland, Model - Swiss Lithoclast Master) against buy back of Old, Existing, Obsolete and Unserviceable one unit of Intra Corporeal Lithotripter (Dornier) procured during 2009 with 5 years warranty and thereafter 5-year CMC for department / section of Urology.

Reference:

- Tender Enquiry No: GEM/2023/B/3745796
- Offer No: NA
- Price Justification No:24-05/SO(DO)/URO/2022-23/FSC - III, Dated-07/02/2023
- Price Discount Letter No:Discounted on GEM
- PO Remarks:Approved in the meeting of the 71st Procurement Committee for NEIGRIHMS held on 16th/17th of November 2023 vide agenda no - C-12/71. Delivery Schedule including Supply, Installation, Testing and Commissioning should be completed within 18th March2024.

This Order/Memorandum issues with concurrence of Finance Branch vide their UO No C - 1000(B)/2023-24 Dated 11-12-2023

Dear Sir/Madam,

With reference to Tender Enquiry No: **GEM/2023/B/3745796** and your Bid/Offer **NA** in response an order is hereby placed on you for the complete turnkey contract of supply, transportation, installation, commissioning, provision of technical assistance, after sales service, maintenance service and other such obligations of the tenderer, training at bidders cost and demonstration of Medical equipment at this Institute, as per details indicated herein.

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

Sl. No	Description Of Goods	Unit	Rate Per Unit	Total Amount on(DDP at Consignee Site)
1	Dual Action Ultrasonic and Pneumatic Lithotripter (Make:EMS Electro Medical System SA,Model:Swiss Lithoclast Master)			

PO02240007 / NEIGR/S&P/BB/OT/G-1067/23-24/GEMC-51168774622565

NEIGRIHMS Shillong-18

FOB Price/Ex-factory at Port /Airport of Loading	1nos	₹ 5,892,857.14	₹ 5,892,857.14
Goods & Service Tax (GST)		₹ 707,142.86	₹ 707,142.86
Total Price for NEIGRIHMS rate with 5 years warranty period			₹ 6,600,000.00

In words: INR Sixty Six Lakhs 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 mentainance in a year throughout the contract period failing which action will be initiated according to terms & condition of the tender, including forfeiture of the performance bank guarantee.

Comprehensive Maintenance Contract (CMC):

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

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

During CMC period, the Tenderer shall visit at each consignee's site for preventive maintenance 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 3 % of the CMC value valid till 2 months after expiry of entire CMC period. The payment will be made in Indian Rupees.

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

CMC Equipment Cost:

S.n o	Contract period	Units	Price Per Unit	Total Cost (Exclusive of GST)
1	Dual Action Ultrasonic and Pneumatic Lithotripter (Make: EMS Electro Medical System SA, Model: Swiss Lithoclast Master)			
	6th year	1	₹ 279,661.02	₹ 279,661.02
	7th year	1	₹ 279,661.02	₹ 279,661.02
	8th year	1	₹ 279,661.02	₹ 279,661.02
	9th year	1	₹ 279,661.02	₹ 279,661.02
	10th year	1	₹ 279,661.02	₹ 279,661.02

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

For Indigenous goods or for imported goods if supplied from India: 20 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- 20 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: 20 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 three percent (3%) of the total value of the contract, valid for a period of sixty days (60) beyond the date of completion of all contractual obligations including the warranty obligations. In the event of any failure /default of the tenderer with or without any quantifiable loss to the government including furnishing of consignee wise Bank Guarantee for CMC security, the amount of the performance security is liable to be forfeited

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

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

Payment:

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

Corrupt or Fraudulent Practices /Code of Integrity:

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

Settlement of Disputes

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/2023/B/3745796 / NA

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

Validated By,
harendra dey
28-02-2024 16:32:00

Yours faithfully,


Stores & Procurement Officer,
For and on behalf of Director, NEIGRIHMS, Shillong
NEIGRIHMS Shillong-18

Copy to:

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

① AS Head of Urology
② AS / as / as / as
③ as / as / as / as

Enclosed:

- Annexure : Technical Specification
- Annexure : Tender Form (Section -X)
- Annexure : Compliance Statement
- Annexure : Manufacturer's Authorization /Acceptance Letter
- Annexure : Details and Cost of Consumables /Reagents /Accessories
- Annexure : Others

④ AS / as / as / as
⑤ as / as / as / as
⑥ as / as / as / as

Store & Procurement Officer
NEIGRIHMS Shillong-18

Compliance Sheet

GEM/2023/B/3745796

Dual action Ultrasonic and Pneumatic lithotripter

Specification as published in tender	
1. Should have both ballistic and ultrasound energies to be used simultaneously.	1. Have both balli
2. Should be able to use the energies independently also.	2. Able to use the
3. A dual pedal footswitch to operate both or one energy.	3. A dual pedal fo
3. It should be possible to integrate both probes into the same hand piece so that both ultrasound and pneumatic energies can be delivered simultaneously to the stone for dual action lithotripsy.	3. It is possible to and pneumatic er lithotripsy.
4. Separate hand-pieces for ballistic and ultrasound devices.	4. Separate hand-
5. Separate probes for ballistic and ultrasound devices.	5. Separate probe
6. Facility to integrate both probes when using both the energies simultaneously to fragment large and hard stones.	6. Facility to integ large and hard stc
7. Facility to connect the unit to the hospital compressed air-supply.	7. Facility to conn
8. Medical grade compressor should be supplied.	8. Medical grade c
9. Should be able to withstand pressures from 3.5 to 5 Bar.	9. Able to withsta
10. Facility to integrate the pneumatic hand piece to the suction equipment should be provided	10. Facility to inte provided
11. Facility to collect the stone fragments.	11. Facility to coll
12. Hand pieces should be compatible for gas, glutaraldehyde sterilization or for autoclaving.	12. Hand pieces a
13. Probes for various applications and scopes.	13. Probes for var
14. Ballistic probes: three each	14. Ballistic probe
a. 0.8mm, 1mm, 1.6mm probes with length 600-610mm for ureteroscopic applications.	a. 0.8mm, 1mm, 1
b. 0.8mm, 1.3mm probes with length 400-410mm for mini perc.	b. 0.8mm, 1.3mm
c. 2mm probes with length 420-430mm for standard PCNL.	c. 2mm probes wi
d. 1mm combination probe for simultaneous energy usage along with ultrasound probe.	d. 1mm combinat
e. 0.8 mm and 1.6mm suction compatible probes.	e. 0.8 mm and 1.6
15. Ultrasound probes: Dual function ultrasound probes: three each.	15. Ultrasound pr
16. For fragment and suction, Probes should have holes in the distal tip to prevent mucosal suction into the probe.	16. For fragment suction into the p
a. 3.3 and 4mm probes with length 400-410mm for standard PCNL.-3nos	a. 3.3 and 4mm p
b. 1.9 mm probe with length 350-360mm for mini perc.-3nos	b. 1.9 mm probe
c. 1.5 mm probe with length 570-580mm for ureteroscopic applications.-3nos	c. 1.5 mm probe
17. Suction probes to be supplied for the suction purpose along with pneumatic lithotripsy: 3nos each.	17. Suction probe 3nos each.
a. 4 mm, 3.5 mm and 1.6 mm suction probes.	a. 4 mm, 3.5
18. All accessories should be from the same company.	18. All accessorie
19. Must have USFDA and CE, BIS certificates.	19. Have USFDA



16-08-2023

The Deputy Director (Admn.),
North Eastern Indira Gandhi Regional Institute Of Health
And Medical Sciences (NEIGRIHMS),
P.O. NEIGRIHMS,
Mawdiangdiang,
Shillong-793018

Dear Sir,

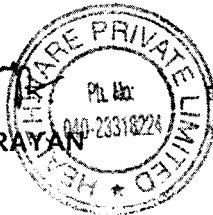
We, **M/s. Healthware Private Limited** who are Sole distributors of **M/s. EMS Electro Medical Systems S A, Switzerland**, having registered office at Serene Towers, 8-2-623/A, Road No. 10, Banjara Hills, Hyderabad - 500034 do hereby authorize **M/s. R.G.S. Enterprise**, RGS Manor, Lower Lachumiere, Near DTO, Shillong - 793001 Meghalaya to bid, negotiate and conclude the contract with you against the Bid Enquiry for Dual action Ultrasonic and Pneumatic lithotripter.

No company or firm or individual other than **M/s. R.G.S. Enterprise** are authorized to bid, negotiate and conclude the contract in regard to this business against the specific Bid

We hereby extend our full warranty as per the Terms & Conditions of Contract for the Goods offered for supply against this invitation for bid by the above firm.

For **HEALTHWARE PRIVATE LIMITED**

Tan Narayan
K.TARUN NARAYAN
DIRECTOR



*As per
check
by
copy*

Seena

Seena

Healthware Private Limited

Serene Towers, 4th Floor, 8-2-623/A, Road No.10, Banjara Hills, Hyderabad-500 034, India
Tel: +91 40 2331 8224 Fax : +91 40 2331 8227 www.healthwareindia.com

CIN : U24232AP1996PTC025938

BENGALURU | CHENNAI | HYDERABAD | KOCHI | KOLKATA | MUMBAI | NEW DELHI
PO02240007 / NEIGR/S&P/BB/OT/G-1067/23-24/GEMC-51168774622565

Dornier MedTech

EMS
ELECTRO MEDICAL SYSTEMS

bk
medical

apollo
HOSPITALS

1422.23/afe

Nyon, January 16th, 2023

TO WHOM IT MAY CONCERN

We,

E.M.S. Electro Medical Systems S.A.
Chemin de la Vuarpillère 31
CH-1260 Nyon, Switzerland

duly represented by the CFO, namely Alain Siegrist, and the Senior Legal Advisor, namely Andrea Blumer, acting under and by virtue of the Commercial Register,

hereby certify that the Company:

M/s. Healthware Private Limited
Serene Towers, 8-2-623/A
Road No. 10, Banjara Hills
Hyderabad – 500 034, India

is our exclusive representative in the territory of India for the following products manufactured by EMS: Swiss LithoClast 2, Swiss LithoClast Master, Swiss LithoBreaker, LithoBasket, Swiss LithoClast Trilogy and EMS scopes.

M/s. Healthware Private Limited is acting on their own name and account and will be responsible for the after sales service of our product line.

No other company is authorized by EMS to quote for this range of products within India.

This authorization is valid from the date of signature until December 31st, 2024. It can be cancelled by either party at any time with 45 days prior written notification.

E.M.S. Electro Medical Systems S.A.



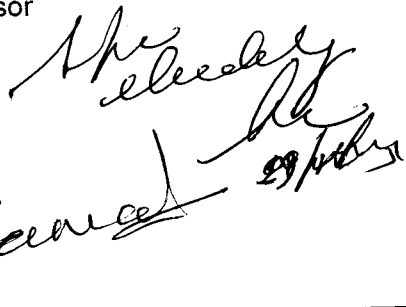
Alain Siegrist
CFO



ELECTRO MEDICAL SYSTEMS SA
CH-1260 NYON (Switzerland)
Tel: +41 22 994 47 00
Fax: +41 22 994 47 01



Andrea Blumer
Senior Legal Advisor

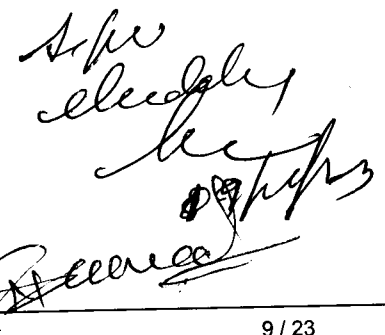


Compliance Sheet

GEM/2023/B/3745796

Dual action Ultrasonic and Pneumatic lithotripter

Specification as published in tender	
1. Should have both ballistic and ultrasound energies to be used simultaneously.	1. Have both balli
2. Should be able to use the energies independently also.	2. Able to use the
3. A dual pedal footswitch to operate both or one energy.	3. A dual pedal fo
3. It should be possible to integrate both probes into the same hand piece so that both ultrasound and pneumatic energies can be delivered simultaneously to the stone for dual action lithotripsy.	3. It is possible to and pneumatic er lithotripsy.
4. Separate hand-pieces for ballistic and ultrasound devices.	4. Separate hand-
5. Separate probes for ballistic and ultrasound devices.	5. Separate probe
6. Facility to integrate both probes when using both the energies simultaneously to fragment large and hard stones.	6. Facility to integ large and hard stc
7. Facility to connect the unit to the hospital compressed air-supply.	7. Facility to conn
8. Medical grade compressor should be supplied.	8. Medical grade c
9. Should be able to withstand pressures from 3.5 to 5 Bar.	9. Able to withsta
10. Facility to integrate the pneumatic hand piece to the suction equipment should be provided	10. Facility to inte provided
11. Facility to collect the stone fragments.	11. Facility to coll
12. Hand pieces should be compatible for gas, glutaraldehyde sterilization or for autoclaving.	12. Hand pieces a
13. Probes for various applications and scopes.	13. Probes for var
14. Ballistic probes: three each	14. Ballistic probe
a. 0.8mm, 1mm, 1.6mm probes with length 600-610mm for ureteroscopic applications.	a. 0.8mm, 1mm, 1
b. 0.8mm, 1.3mm probes with length 400-410mm for mini perc.	b. 0.8mm, 1.3mm
c. 2mm probes with length 420-430mm for standard PCNL.	c. 2mm probes wi
d. 1mm combination probe for simultaneous energy usage along with ultrasound probe.	d. 1mm combinat
e. 0.8 mm and 1.6mm suction compatible probes.	e. 0.8 mm and 1.6
15. Ultrasound probes: Dual function ultrasound probes: three each.	15. Ultrasound pr
16. For fragment and suction, Probes should have holes in the distal tip to prevent mucosal suction into the probe.	16. For fragment : suction into the p
a. 3.3 and 4mm probes with length 400-410mm for standard PCNL.-3nos	a. 3.3 and 4mm p
b. 1.9 mm probe with length 350-360mm for mini perc.-3nos	b. 1.9 mm probe
c. 1.5 mm probe with length 570-580mm for ureteroscopic applications.-3nos	c. 1.5 mm probe
17. Suction probes to be supplied for the suction purpose along with pneumatic lithotripsy: 3nos each.	17. Suction probe 3nos each.
a. 4 mm, 3.5 mm and 1.6 mm suction probes.	a. 4 mm, 3.5
18. All accessories should be from the same company.	18. All accessorie
19. Must have USFDA and CE, BIS certificates.	19. Have USFDA :


 Sd/-
 [Signature]
 [Signature]

PO NEIGR/BB/OT-G-1067/23-24
Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687746225656

Generated Date | अनुबंध तिथि: 19-Dec-2023

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: GEM/2023/B/3745796

Organisation Details | संगठन विवरण

Type | प्रारूप: 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 | Yes
आईएफडी सहमति:
Designation of Administrative Approval | प्रशासनिक अनुमोदन का पदनाम: Director F.No.NEIGR/S&P/U-01/23-24, against NEIGR/S&P/OT-483/2 009-10 Buy Back Of Rs.400642 against DRV Rs.400643 on buy back of exiting systems as per bid
Designation of Financial Approval | वित्तीय अनुमोदन का पदनाम: DDA & DFA, Approved Agenda C- 12/71 PC, CDN-C-1000-23-24 on buy back of old

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

C-1000 (12) / 2023-24
C-11 / 19/12/23

Seller Details | विक्रेता विवरण

GeM Seller ID | जेम विक्रेता आईडी: 1F71180000095469
Company Name | कंपनी का नाम: R G S Enterprise
Contact No. | संपर्क नंबर: 09863094593
Email ID | ईमेल आईडी: rgseentp@yahoo.com
Address | पता: M/s. R G S Enterprises, Lower Lachumiere, Shillong, Meghalaya-793001, India
MSME verified | एमएसएमई सत्यापित: No
MSME Registration number | एमएसएमई पंजीकरण संख्या: UDYAM-ML-04-0001420
MSE Social Category | एमएसई सामाजिक श्रेणी: General
MSE Gender | एमएसई लिंग श्रेणी: Male
GSTIN | जीएसटीआईएन: 17AHJPS3993E1ZV

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

Delivery Instructions | वितरण निर्देश: PROCESSING ONE UNIT OF DUAL ACTION ULTRASONIC AND PNEUMATIC LITHOTRIPTER AGAINST BUY BACK OF OLD OBSOLETE UNITS FOR DEPARTMENT OF UROLOGY WITH 5 YEARS WARRANTY AND 5 YEARS CMC

Product Details | उत्पाद विवरण

#	Item Description आइटम विवरण	Ordered Quantity आइटम विवरण	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	<p>Product Name उत्पाद का नाम: ALL-IN-ONE LITHOTRIPSY) VARIO ULTRASOUND HANDPIECE) PERFECTLY SUITED FOR ALL TREATMENT MODALITIES</p> <p>Brand ब्रांड: SWISS LITHOCLAST® MASTER</p> <p>Brand Type ब्रांड प्रकार: Unbranded</p> <p>Catalogue Status कैटलॉग की स्थिति: Catalogue not verified by OEM</p> <p>Selling As कैसे बेचा जा रहा है: Reseller not verified by OEM</p> <p>Category Name & Quadrant श्रेणी का नाम और चतुर्थांश: ALL-IN-ONE LITHOTRIPSY) VARIO ULTRASOUND HANDPIECE) PERFECTLY SUITED FOR ALL TREATMENT MODALITIES (Q3)</p> <p>Model मॉडल: SWISS LITHOCLAST® MASTER</p> <p>HSN Code एचएसएन कोड: HSN not specified by seller</p>	1	pieces	6,600,000	<p>GST जीएसटी (12%): 707,142.857</p> <p>GST Cess 1 जीएसटी उपकर 1 (0%): 0</p> <p>GST Cess 2 जीएसटी उपकर 2 (0 per accounting unit): 0</p> <p>Input Tax Credit (ITC) on GST जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी): -</p> <p>ITC on GST Cess 1 जीएसटी उपकर पर आईटीसी 1: -</p> <p>ITC on GST Cess 2 जीएसटी उपकर पर आईटीसी 2: -</p>	6,600,000

Total Order Value | कुल ऑर्डर मूल्य (INR): 6,600,000
PO 02240007 / NEIGR/S&P/BB/OT/G-1067/23-24/GEMC-51168774622565

S.No क्र.सं.	Consignee परेषिती	Item वस्तु	Lot No. लॉट नंबर	Quantity मात्रा	Delivery Start After दिनांक के बाद डिलीवरी शुरू करना है	Delivery To Be Completed By वितरण पूरा कब तक करना है
1	Designation पद : - Email ID ईमेल आईडी : con18.neigrihms.ml@gembuyer.in Contact संपर्क : 0364-2538044- GSTIN जीएसटीआईएन : - Address पता : P.O. NEIGRIHMS, Mawdiangdiang, Shillong, EAST KHASI HILLS, MEGHALAYA-793018, India	ALL-IN-ONE LITHOTRIPSY) VARIO ULTRASOUND HANDPIECE) PERFECTLY SUITED FOR ALL TREATMENT MODALITIES	-	1	19-Dec-2023	18-Mar-2024

MODALITIES		
Specification विनिर्देश	Sub-Spec उप-विनिर्देश	Value मूल्य
Custom Specification	Custom Specification	Yes

PERFECTLY SUITED FOR ALL TREATMENT MODALITIES		
Service Year सेवा वर्ष	CMC Percentage सीएमसी प्रतिशत	Tax Bifurcation कर द्विभाजन
CMC charges for 1 st year after warranty period in % of cost of equipment	5%	<p>GST जीएसटी: 12%</p> <p>GST Cess 1 जीएसटी उपकर 1: 0%</p> <p>Input Tax Credit (ITC) on GST जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी): -</p> <p>ITC on GST Cess 1 जीएसटी उपकर पर आईटीसी 1: -</p>
CMC charges for 2 nd year after warranty period in % of cost of equipment	5%	
CMC charges for 3 rd year after warranty period in % of cost of equipment	5%	
CMC charges for 4 th year after warranty period in % of cost of equipment	5%	
CMC charges for 5 th year after warranty period in % of cost of equipment	5%	

<p>Seller Specification Document विक्रेता विशिष्टता दस्तावेज़</p>	<p>mkp.gem.gov.in/catalog_data/catalog_support_document/32/61/200/CatalogAttrs/SpecificationDocument/2023/8/15/2023_08_15_19_59_21_swiss_lithoclast_master_brochur_2023-08-15-19-59-26_c2bb2fd7f07b</p>	<p>f96560d6d0224143b449.pdf</p>
<p>1. <u>SpecificationDocument1</u></p>	<p></p>	

<p>Buyer Specification Document @kkr kkr kkr kkr</p>	<p>mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/52738/54/78/703/Catalog Attrs/SpecificationDocument/2023/7/26/pnumatic_litho_2023-07-26-15-56- 14_afc83e35295e1c9a5db60268e61 cbd8e.pdf</p>
<p>1. <u>SpecificationDocument</u></p>	

1. Extended Upto|तक बढ़ाया गया: 2023-08-22 14:00:00
2. Extended Upto|तक बढ़ाया गया: 2023-08-28 14:00:00
3. Extended Upto|तक बढ़ाया गया: 2023-08-30 14:00:00

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.

02240007-1 NEIG/S&B/BB/CMC-1067/23-24/GEMC-51168774623565

11/23

4. The cost of the bid shall be paid by the bidder. The bidder shall 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 10% 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.

ePBG Detail | ईपीबीजी विवरण

Advisory Bank सलाहकार बैंक :	Bank Of Baroda
ePBG Percentage(%) ईपीबीजी प्रतिशत (%) :	3.00
The bidder shall furnish ePBG as applicable as per bid's terms and conditions बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा	

General Clauses w.r.t RCM/FCM | आरसीएम/एफसीएम के संबंध में सामान्य खंड

- 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 | 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

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 spares, consumables and accessories not covered under warranty and CMC period shall be offered as which must be valid throughout the warranty & CMC period & must be submitted in the "Financial Document" , <i>Not in technical Bid</i>
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)"
5	Component wise pricing of all equipment/turnkey/electrical/accessories/ reagents/consumables etc , must be submitted in the "Financial Document" , <i>Not in technical Bid</i> Any Detail price bid/Component wise pricing should not be attached in the technical bid ,failing which bid will be consider as "Techno Commercially Non Responsive "
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.
3	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.

Sl. No.	Description of Stores Make	Qty.	Minimum Reserve Declared Value
1.	Intracorporeal Lithotripter (Swiss Lithoclast Master) procured vide OT-483/2009-10	1 no	Rs 4,00,642
Note: - The price offered in the e-price bid /BOQ shall be considered as inclusive of the buyback value. - The buyback value of the system /assets should also be indicated in t			

Signature

Signature

he ATC-1 & financial Document as percentage of the offered FOB / Basic Cost of the system /assets in order to arrive at Book /Reserve value of or the record of the Institute.

- The buyback 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.

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.

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 spare parts 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 years 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

ed 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 years 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?

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,

$$\text{Local content} = (\text{Sale price} - \text{Value of imported content}) * 100 / \text{Sale price}$$

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

$$\text{Local content} = ((\text{Sale price of "X1"} - \text{Value of imported content in "X1"}) + (\text{Sale price of "X2"} - \text{Value of imported content in "X2"}) + (\text{Sale price of "X3"} - \text{Value of imported content in "X3"})) * 100 / (\text{Sale price of "X1"} + \text{Sale price of "X2"} + \text{Sale price of "X3"})$$

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, ATO and Corrigendum if any.

17. Certificates

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 5 years for the offered products at the rate not more than 5% of contract price per annum. Buyer reserves the right to enter into a CMC agreement with the Successful Bidder / OEM after expiry of the Warranty period at above mentioned rate and the payment for the CMC charges would be made Biannually after rendering of the CMC Services of the relevant CMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the CMC contract when called upon by the buyer. CMC would include cost of all spares including UPS, PC, battery, Printer, Probes & upgradation of System Software & third party Software (Upload the undertaking). The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 5% of total CMC value valid up to CMC period plus 2 months (if there is no other claim).

22. Warranty

Warranty period of the supplied products shall be 5 years from the date of final 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 breakdown 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 spare parts 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 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.

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

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

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

28. Forms of EMD and PBG

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

29. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgor. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy / proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within Bid End date & time / Bid Opening date & time.

30. Forms of EMD and PBG

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

31. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name NEIGRIHMS EMD SECURITY DEPOSITS Account No. 30270200000027 IFSC Code BARB0MAWDIA Bank Name BANK OF BARODA Branch address MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA. Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

32. Forms of EMD and PBG

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

33. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of NEIGRIHMS EMD SECURITY DEPOSITS A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgor. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

34. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name NEIGRIHMS EMD SECURITY DEPOSITS Account No. 30270200000027 IFSC Code 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.

29. RELATIONSHIP CERTIFICATE in Bidder's letter Head with detail Declaration must be submitted in the following format

12 / 17

"It is certified that I/We, the undersigned, do (With Detail name & details) do not have relationship with any of the employees working at NEIGRIHMS. The above statement is true and is submitted a

PC02240007 / NEIGR/S&P/BB/OT/G-1067/23-24/GEMC-51168774622565

against the Gem Tender Enquiry No. _____ Dated _____ ,

Date: _____

(Signature) Name of the Company/Firm Seal

(C) 30. Additional Terms and conditions & Scope of Work for CMC

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

1. Comprehensive Annual Maintenance Contract must include Labour, spares & Preventive Maintenance of all the excluding of battery, Accessories/Consumables
2. The terms and conditions of the tender and the agreement executed will be binding on the vendor/contractor. This offer is being issued in accordance with the terms & conditions of NEIGRIHMS / Government of India and in the manner specified herein shall operate to create a specific contract between the vendor/contractor (with whom the contract referred to) on one part and NEIGRIHMS, Shillong, on the other part.
3. The required spares to be replace must be genuine and certified from the OEM.
4. Repairs to be undertaken should be within specified configuration and maintaining the integration on internal circuit of equipment, any deviation on configuration/ specification the repair will not be acceptable. After repairs, a certificate to the effect that the equipment is in working order and safe for patient care and non-hazardous for the handler shall be submitted by the CMC holder.
5. Tenderer/Vendors/contractor is responsible to provide electrical and patient safety certificate after major repair of equipment which are used for direct patient care.
6. The system must be checked & calibrated after every spare changes and detail service report must be submitted to the user & BME.
7. 2 nos of Periodic preventive maintenance is mandatory irrespective of unlimited service /breakdown calls.
8. Same /Similar Standby system must be provided by the bidder if the system needs to send to workshop for any major repair.
9. Receipt of this offer may be acknowledged and a copy duly signed/stamped by the authorized signatory should be submitted before finalization of the agreement.
10. The Performance security shall be denominated in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any nationalized bank in India or Bank Guarantee issued by a nationalized bank in India, pledge in favor of Deputy Director, NEIGRIHMS, and Shillong-793018 for an amount equivalent to 3% of the total cost of annual CMC. The validity of the Fixed Deposit receipt or Bank Guarantee will be upto 2 months beyond CMC period.
11. It may also be noted that there should be no negligence in providing services of any type, if any, complaint is received the contract will be terminated with immediate effect.
12. There will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period. The vendor shall ensure optimum uptime of the system during CMC period, failing which the initiate shall initiate stern action, as deemed fit.
13. During Comprehensive Maintenance Contract period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/ technical/ operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
14. Processing of bill may be considered on yearly basis with satisfactory report from the user department. The AMC/CMC bills should be certified by the concerned Head of the Department/ In-Charge, BME and the respective DMS/MS.
15. Software updates should be provided free of cost during CMC. The first service call by the team of service engineers should be within 7 days of issue of this order.
16. Settlement of disputes - Director, NEIGRIHMS or his authorized representative shall be the final authority in all disputes and decision will be binding on all concerned.
17. All other terms & conditions are as per award of contract mentioned in pre-page.
18. Bidders are required to sign the CMC contract agreement within 15 (fifteen) days from the issue of the letter of award/supply order, failing which EMD/security deposit may be forfeited or Contract declared null and void.

2.2. Buyer Added Bid Specific ATC:

Buyer uploaded ATC document [Click here to view the file.](#)

Price Offered for Spares / Consumables | पुर्जों / उपभोग्य सामग्रियों के लिए प्रस्तावित मूल्य:

Price Offered for Spares / Consumables Document link | पुर्जों / उपभोग्य सामग्रियों के दस्तावेज़ लिंक के लिए प्रस्तावित मूल्य

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।

SECTION - PRICE SCHEDULE

PRICE SCHEDULE FOR ACCESSORIES /CONSUMABLES /ETC

GEM/2023/B/3745796

Dual action Ultrasonic and Pneumatic lithotripter

Sr. No.	Name of Accessories /Consumables	Unit	Price as percentage (%) (against the item quoted) of FOB Price /Ex - Factory Price
			%
1	Pneumatic probes	1	0.5303
2	Ultrasound Probes	1	0.3939
3	Pneumatic Handpiece PN3	1	6.7424
4	Vario Ultrasound Handpiece	1	7.4242
	GST TAX Extra as applicable		
	Rate for the Above Consumables shall increase by Seven % (7%) every year.		

R.G.S. ENTERPRISE
R. G. S. Enterprise
Proprietor

For,
R.G.S.Enterprise
Shillong.

*Specified
dept
by
19/03/23*

**Healthware Private Limited**

Serene Towers 8-2-623/A, Road No.10, Banjara Hills

Hyderabad-500034

INDIA

GSTN No:36AABCH2124A1ZE

CIN:U24232AP1996PTC025938

Sales QuotationQuotation No:
1430Quotation Date
21-Aug-2023Quotation Validity
25-Oct-2023**Billing Address :****R G S ENTERPRISE**East Khasi Hills,
L.D.B.BUILDING, POLICE BAZAR.,
SHILLONG. - 793001
Meghalaya India**Delivery Address:****NEIGRIHMS ,
SHILLONG.****Contact Details :**

Name :

Contact Number :

Email Id:

Payment Terms:**Delivery Terms:**6-8 weeks from date of receipt of PO and
Advance**Warranty Terms:**5 years from date of Installation against
manufacturing defects onlyGST Reg. No.: 17AHJPS3993E1ZV
GST Registration Type : Regular/TDS/ISD

S.No	Item Code / Product Description	HSN/ SAC Code	Qty	Tax %	Total Price Without Tax [INR]	Unit Price with Tax [INR]
1	FT-128W / Swiss Lithoclast Master With Std. Accessories	9018	1.00	12.00		
2	EL-225 / Holder For The Stone Catcher For Swiss Lithoclast® Master	9018	1.00	12.00	0.00	0.00
3	EK-166 / Electric Foot Pedal	9018	1.00	12.00	0.00	0.00
4	BG-075 / Spare Tube For The Pneumatic Handpiece Without Connector	9018	1.00	12.00	0.00	0.00
5	FR-113 / Roller Clamp (Set Of 2) For Adjustment of Suction Flow in Connection With Fr-125 Or Dt-059	9018	1.00	12.00	0.00	0.00
6	FR-125 / Stone Catcher autoclavable reusable	9018	1.00	12.00	0.00	0.00
7	FR-142 / Vario Ultrasound handpiece set incl:	9018	1.00	12.00	0.00	0.00
8	EN-055# / Vario Ultrasound Handpiece	9018	1.00	12.00	0.00	0.00
9	EL-378A / Combination suction adapter	9018	1.00	12.00	0.00	0.00
10	EL-379A / Ultrasound only suction dapter	9018	1.00	12.00	0.00	0.00
11	DT-098A / Wrench 5.0 mm	9018	2.00	12.00	0.00	0.00
12	DT-100A / Wrench 8.0	9018	2.00	12.00	0.00	0.00
13	FR-089 / Pneumatic Handpiece Set Incl	9018	1.00	12.00	0.00	0.00

Billing Address :

Delivery Address :

Payment Terms :

R G S ENTERPRISE

East Khasi Hills,
L.D.B.BUILDING, POLICE BAZAR,,
SHILLONG. - 793001
Meghalaya India

Contact Details :

Name :

Contact Number :

Email Id:

GST Reg. No.: 17AHJPS3993E1ZV

GST Registration Type : Regular/TDS/ISD

Delivery Terms:

6-8 weeks from date of receipt of PO and
Advance

Warranty Terms:

5 years from date of Installation against
manufacturing defects only

S.No	Item Code / Product Description	HSN/ SAC Code	Qty	Tax %	Total Price Without Tax [INR]	Unit Price with Tax [INR]
14	EL-175 / Pneumatic Handpiece PN3	9018	1.00	12.00	0.00	0.00
15	EL-219 / Adjustable Interface	9018	1.00	12.00	0.00	0.00
16	AD-347 / Probe Cap	9018	1.00	12.00	0.00	0.00
17	EH-096 / Compressed Air Tubing For Pneumatic Handpiece	9018	1.00	12.00	0.00	0.00
18	EQ-062 / Silicone Guides	9018	2.00	12.00	0.00	0.00
19	BE-028 / Silicone Seals	9018	1.00	12.00	0.00	0.00
20	EL-044 / Pneumatic Probe Ø 2.0 MM Length 425 MM	9018	3.00	12.00	0.00	0.00
21	EL-045 / Probe diam 1x605mm	9018	3.00	12.00	0.00	0.00
22	EL-046 / Probe dia 0.8 x 605mm	9018	3.00	12.00	0.00	0.00
23	EL-220 / Pneumatic Probe Ø 1.0 Mm Length 570 Mm For Combination With The Ultrasound Probes Ø3.3Mm & Ø3.8MM	9018	3.00	12.00	0.00	0.00
24	FR-084 / Probe Ø 3.3 MM Length 403 MM For The Ultrasound Handpiece	9018	3.00	12.00	0.00	0.00
25	CD-012 / Main Cord Europe 2M	9018	1.00	12.00	0.00	0.00
26	EH-086 / Compressed Air Tube 3.0 M For The Compressor Dw-007 & Dw-010	9018	1.00	12.00	0.00	0.00
27	DW-007 / Medical Aircompressor 220v	9018	1.00	12.00	0.00	0.00
28	FR-127 / Lithovac set	9018	1.00	12.00	0.00	0.00

Billing Address :

R G S ENTERPRISE

East Khasi Hills,
L.D.B.BUILDING, POLICE BAZAR,,
SHILLONG. - 793001
Meghalaya India

GST Reg. No.: 17AHJPS3993E1ZV
GST Registration Type : Regular/TDS/ISD

Delivery Address :

NEIGRIHMS
SHILLONG

Contact Details :

Name :
Contact Number :
Email Id:

Payment terms.

Delivery Terms:

6-8 weeks from date of receipt of PO and
Advance

Warranty Terms:

5 years from date of Installation against
manufacturing defects only

S.No	Item Code / Product Description	HSN/ SAC Code	Qty	Tax %	Total Price Without Tax [INR]	Unit Price with Tax [INR]
29	EL-182 / Lithovac Body	9018	1.00	12.00	0.00	0.00
30	EL-237 / Suction Set For Lithovac EL-182 (Silicone Tubing With 2 Connecting Pieces)	9018	1.00	12.00	0.00	0.00
31	EL-211 / Suction Tube For Lithovac® Ø 4.0 Mm Length 353 Mm	9018	3.00	12.00	0.00	0.00
32	EL-212 / Suction Tube For Lithovac® Ø 3.5 Mm Length 380 Mm	9018	3.00	12.00	0.00	0.00
33	EL-081 / Probe Diam 1.6 x 453mm	9018	3.00	12.00	0.00	0.00
34	EL-213 / Suction Tube For Lithovac® Ø 1.6 Mm Length 595 Mm	9018	3.00	12.00	0.00	0.00
35	EL-080 / Pneumatic Probe 0.8mm Length 668mm for use with LV3 Suction tubes EL-213	9018	3.00	12.00	0.00	0.00
36	EL-058 / Probe 1.6 x 605mm	9018	3.00	12.00	0.00	0.00
37	EL-552 / Pneumatic probe Ø 0.8 mm length 410 mm	9018	3.00	12.00	0.00	0.00
38	EL-535 / Pneumatic probe Ø 1.3 mm length 410 mm	9018	3.00	12.00	0.00	0.00
39	FR-083 / Probe Ø 3.8 MM Length 403 MM For The Ultrasound Handpiece	9018	3.00	12.00	0.00	0.00
40	FR-103/A / Disposable ultrasound probe Ø 1.9 mm length 360 mm	9018	3.00	12.00	0.00	0.00
41	FR-102/A / Disposable ultrasound probe Ø 1.5 mm length 573 mm	9018	3.00	12.00	0.00	0.00

R G S ENTERPRISE

GST Reg. No.: 17AHJPS3993E1ZV
GST Registration Type : Regular/TDS/ISD

Email Id:

5 years from date of Installation against manufacturing defects only

Beneficiary Name : Healthware Private Limited
Bank Name : HDFC Bank Ltd
A/c No : 50200052355213
IFSC : HDFC0009817

Authorized Signatory