OFFICE OF DIRECTOR RIMS, RANCHI

Recolving Date: 92/199



Department of Neurosurgery

Rajendra Institute of Medical Sciences Bariatu, Ranchi - 834009, Jharkhand, India. Ph: +91 6512545457

Ref. NS/396

Date 23 - 12 - 24

From

Dr. Anand Prakash Addl, Professor & HOD Dept, of Neurosurgery RIMS, Ranchi

To.

The Director RIMS, Ranchi

Sub- Indent for Modular OT Laminar Air Flow Consumable Accessories

Sir.

Please find all documents related to price justification for above said accessories attached here.

I have confirmed the same through Internet and also from NEIGRIHMS, Shillong that price quoted here are same and are acceptable

Thanking you

Yours faithfully

Dr. Anand Prakash

Addl. Professor & HOD

Anguakarl

Dept. of Neurosurgery

RIMS, Ranchi

Dr. Anand Prakash Additional Professor & H O D Dept. of Neurosurgery

RIMS, Ranchi

Please discuss.

Vikas Medical Devices

oth Building, 1st Floor 29 Dir Rajentinii Road Kolkata 700 020, India

+9133 2454 385V52 imp@vikasmedical.com www.vikasmedical.com





Date: December 18th, 2024.

To. The Head of Department (HoD), Department of Neuro Surgery, Rajendra Institute of Medical Sciences (RIMS), Bariatu, Ranchi - 834 009, Jharkhand.

Ref. :

Supply Order No.: RIMS / Stores / ME (4) / 7053 Dated 09.10.2018, issued against

Our Corresponding Offer No.: VSEC / 2014 - 2015 / 16976 Dated 05.09.2014 submitted

Tender Notice No. 8371 Dated 22.07.2014 & Corrigendum Notice No. 8890 Dated 13.08.2014.

Sub. :

Declaration Letter regarding HEPA Filter.

Respected Sir / Madam.

Greetings! With reference to above cited subject regarding your captioned Supply Order, this is to bring to your kind attention that the "HEPA Filter" required for Laminar Air Flow of the Modular Operation Theatre of your Department is Consumable Item and therefore the same is not covered under Warranty as well as Comprehensive Maintenance Contract (CMC) Terms.

The above is for your kind information and record purpose.

Should you need any further clarification / information / assistance, please feel free to contact us.

Thanking you,

Yours faithfully,

For Vikas Medical Devices

Rajiv Gupta

Sr. Manager, Admin Support

Applatant Professor Date of Neurosurgery Rolls, Ranchi

r. Sauray Kumar Best? Assistan Projessor Deptt. of Neurosurgen RIMS, Ranchi





Surgical Stone



RAJENDRA INSTITUTE OF MEDICAL SCIENCES Ranchi-834009(Jharkhand)



Purchase Performa for Reagents, Consumables, etc



Date:	
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6. Quantity Respirated: 16	
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Transavailable on GeM portal suggest mode numbers. Custom bid on GeM perial L-Temier on thorotographic portal Local Tender	13. If Proprietary item, attent PAC related documents, signed by 19°C to fix rate for our starts. Annexure Nota.
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	A Quantity Responsed: 16 In Faminated Total Creek & 1416 4. If Yes, please stars it documents. It not available on GeM portal suggest mode muchase. Classini bid on GeM portal suggest mode. Classini bid on GeM portal suggest mode.

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Dr. Saurav Kumar Besra Assistant Professor Deptt. of Naumsurgery RIMS, Resigni

Signature of Indentor(s)/OPC With stamp

Dr. Gautam A salatant Professor Dopt of Neurosurgery RIMS, Ranchi

Signature of HOD/In-charge With stamp

Dr. Anand Prakash Additional Professor & H O D Dept. of Neurosurgery RIMS, Ranchi

Letter no.

Dated:

Head of the Department

Department of Neurosurgery

RIMS, Ranchi.

To,

The Director,

RIMS, Ranchi.

SUB: Indent for Hepa Filter of Modular OT Laminar Air Flow Consumable Accessories

Respected Sir,

The following is our requirement for accessories/consumables for KLS Martin Laminar air flow for our Neuro OT.

SI. No.	Description	Qty.
1	Hepa Filter H14	16

Best regards.

Dr. Anand Prakash

Additional Professor & HOD Dept. of Neurosurgery

HOD, Dept. Of Neurosurgery RIMS, Ranchi

Antrokar

Signatures of the DPC/PPC members

Signatures of the DPC/PPC members

Dr. Gautam Dutta Assistant Professor Dept. of Neurosurgery RIMS, Ranchi

Signatures of the DPC/PPC members

allu.

Dr. Saurav Kumar Besra Assistant Professor Deptt. of Naurosurgery RIMS, Ranchi राजेन्द्र आयुर्विज्ञान संस्थान (झारखण्ड सरकार का एक स्वयंतशासी संस्थान) राँची—834009 (झारखण्ड) दुरभाषः 0651—2541533, फेक्स: 0651—2540629, E-mail: rimsranchi@rediffmail.com



RAJENDRA INSTITUTE OF MEDICAL SCIENCES

(An Autonomous Institute under Govt. of Jharkhand)

Ranchi-834009 (Jharkhand)
Phone: 0651-2541533, Fax: 0651-2540629,
Email: rimsranchi@rediffmail.com

CERTIFICATE OF REASONABLENESS OF PRICES

Signature(S) of Indenting/User Department along with stamp & Date

*Please strike out whichever is not applicable

DPC Member

DPC Member

Dr. Gautam Dutta
Assistant Professor
Dept. of Neurosurgery
RIMS, Ranchi

DPC Member RIMS, Ranchi

Signature of HOD

Antrokarh

Dr. Anand Prakash Additional Professor & H O D Dept. of Neurosurgery RIMS, Ranchi राजेन्द्र आयुर्विज्ञान संस्थान (झारखण्ड सरकार का एक स्वयंतशासी संस्थान) राँची—834009 (झारखण्ड) दुरभाषः 0651—2541533, फैक्सः 0651—2540629, E-mail: rimsranchi@rediffmail.com



RAJENDRA INSTITUTE OF MEDICAL SCIENCES (An Autonomous Institute under Govt. of

Jharkhand) Ranchi-834009 (Jharkhand)

Phone: 0651-2541533, Fax: 0651-2540629, Email: rimsranchi@rediffmail.com

PROPRIETARY ARTICALE CERTIFICATE (PAC)

(for chemicals, spare parts, reagents, consumables etc.)

- (i) The indented goods are manufactured by M/s KLS Martin
- (ii) Item Name Consumable accessories for Hepa Filter of Modular OT KLS

 Martin
- (iii) Model/Part/Catalogue No As mentioned in the attached Indent
- (iv) Reasons/Justification which makes the requirement Proprietary
- (v) The above mentioned accessories are proprietary in nature and are custom made for the Leminar Air Flow by the original equipment manufacturer. No other make or brand shall be fully compatible with the installed machine which may give undesired results as stated in the attached OEM declaration.
 - It is certified that market survey has been done and found that no other manufacturer is manufacturing similar/equivalent specifications which can fulfil the vital requirements of the end user
 - It is certified that the purchase is proposed to be made on proprietary
 usage basis because any other material/equipment/instrument chemical
 etc. If used will lead to deviation and affect the integrity / accuracy validity
 or analysis of the assignment / patient care.

Antholoads

Signature of HOD

With name, Designation, Departments and Hospital/Institute/DGHSDr. Anand Prakash

Additional Professor & H O D
Dept. of Neurosurgery
RIMS, Ranchi

राजेन्द्र आयुर्विज्ञान संस्थान (झारखण्ड सरकार का एक स्वयंतशासी संस्थान) राँची-834009 (झारखण्ड) द्रभाष: 0651-2541533, फैक्स: 0651-2540629, E-mail: rimsranchi@rediffmail.com



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Department of	Department of	Neurosurgery
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RAJENDRA INSTITUTE OF MEDICAL SCIENCES

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'CERTIFICATE FOR REASONABILITY OF PRICE'

It is certified that the goods/equipment i.e_Consumables for Hepa Filter of

Modular OT Make - KLS Martin.

(Item Name) to be purchased are of the requisite quality, quantity and specifications and has to be purchased after following due purchase procedures of the Institute. The purchased price against above mentioned tender / PAC is reasonable and recommended for the Department of Neurosurgery

Antruskey

DPC Member

DPC Member

Dutta Dr. Gautam Assistant Professor Dept. of Neurosurgery RIMS, Ranchi

DPC Member

Dr. Saurav Kumar Besra Assistant Professor Deptt. of Neurosurgery RIMS, Ranchi

Signature of HOD

Dr. Anand Prakash Additional Professor & H O D Dept. of Neurosurgery RIMS, Ranchi



KLS martin

Ref No. REF/KLSMI/2023/890

Date:28.04.2023

To. The Director Rajendra Institute of Medical Sciences Ranchi, Jharkhand.

Sub.: Authorization Letter.

Respected Sir,

We, KLS Martin India Pvt Ltd wholly owned subsidiary of Gebruder Martin GmbH & co kg, Germany, who are established and reputable manufacturers of Surgical Instruments, OT Lights, Pendants, HF units and accessories, Laser units and accessories and OMF, CMF Implants having factory at Tuttlingen, Germany. We do hereby confirm and authorize M/s. Vikas Medical Devices, located at "Siddharth" 1st Floor, 29, Dr. Rajendra Road, Kolkata - 700 020, West Bengal, India, for Sales, Installation & Commissioning of our equipments in your hospital. They shall also provide After Sale Services & Technical Support for our Equipments on our behalf.

We further confirm that, any purchase order from your institute which for any consumables shall be placed on M/s. Vikas Medical Devices, Kolkata and no company / supplier or firm or individual other than M/s. Vikas Medical Devices, Kolkata, is authorized for the same purpose.

Above is for your necessary information.

Thanking you,

FOR KLS Martin India Pvt., Ltd.

Authorized Signatory

Assistant Professor Dr. Gautam Dept. of Neurosurgery RIMS, Ranchi

Dr. Sauray Kumar Bes Assistant Professor Deptt, of Neurosurge RIMS, Ranchi

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KLS martin

Ref No. REF/KLSMI/2023/924

Date: 28.04.2023

To,
The Director,
Rajendra Institute of Medical Sciences,
Ranchi,
Jharkhand.

Sub. : Declaration for HEPA FILTER.

Respected Sir,

We KLS Martin India Pvt. Ltd., having registered office at 6th Floor, DG Square, 127, Pallavaram – Thoraipakkam Radial Road, Kilkatalai – 600117, Chennai are the wholly owned subsidiary of Gebrüder Martin GmbH & Co. KG hereby declare that the HEPA FILTER are made in accordance of specifications to the machines which ensure the best results and proper functioning of the machines. Usage of any other product other than as specified in our quotation submitted to you might result in undesired results and improper functioning of the equipments which in turn shall render the warranty on the equipments as null and void.

Above is for your necessary information.

Thanking you,

FOR KLS Martin India Pvt., Ltd

Authorized Signatory

Dr. Gautam Dutta
Assistant Professor
Dept. of Neurosurgery
RIMS, Ranchi

Dr. Saurav Kumar Bes Assistant Professor Deptt. of Neurosurger RIMS, Ranchi

Vikas Medical Devices

Siddharth Building, 1st Floor 29 Dr. Rajendra Road Kolk: 700 020, India

+9133 2454 3851/52 info@vlkasmedical.com www.vlkasmedical.com



DECLARATION

WE, VIKAS MEDICAL DEVICES, HEREBY DECLARE THAT WE ARE NOT SUPPLYING THE CONSUMABLESFOR HEPA FILTER TO ANY GOVERNMENT ORGANISATION / INSTITUTIONS/ HOSPITALSAT A RATE LOWER THAN THE RATE QUOTED TO YOUR INSTITUTION.

FOR VIKAS MEDIO

AUTHORISED SIGN

July

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HEPA FILTER CONSUMABLES COMPARISON CHART

SI. No.	Item Description	RIMS RATE	JUSTIFICATION RATE	GOVERNMENT INSTITUTE
1	Hepa Filter H14	Rs 26000.00 each	Rs 26000.00 each	NOA No.: NEIGR/S&P/OT139/2021-2022

Dr. Gautam Dutta

Dr. Gautam Dutta

Assistant Preferency

Dept. of Maurosursery

Dept. RIMS, Ranchi

Dr. Saurav Kumar Basra Assistant Policisor Deptt. of Neurosurgery RIMS, Ranchi

Vikas Medical Devices

Siddharth Building, 1st Floor 29 Dr. Rajendra Road Kolki. ... 700 020, India *9133 2454 3851/52 info@vikasmedical.com www.vikasmedical.com



The Director, Rajendra Institute of Medical Sciences Bariatu, Ranchi

Offer No.: VMD/2023-24/205 Date:22/06/2024

OFFER FOR ACCESSORIES FOR HEPA FILTER

SI. No.	Description	Unit Rate	Qty	Total Value (INR)
1	Hepa Filter	26,000.00	1	26,000.00

Taxes: Extra as applicable

For Vikas Medical Devices

sed Signatory

Dr. Gautam Dilita
Assistant Professor
Dept. of Neurosurgery
Revis. Ranchi

Dr. Saurav Kumar Besra Assistant Professor Deptt. of Neurosurgery RIMS, Ranchi Design, Supply, Installation, Commissioning, Testing, Operation and Maintenance of 8 units of Fully Modular Operation Theatre (OT), with IP integration, OT Light, Auxiliary Rooms, Laminar Flow, Integrated Doors (Windows, Control Panels, Scrub Station, Nursing Work Stations and with complete turnkey works, with 5 years warranty and thereafter 5 years CMC



Tender Enquiry No: NEIGR/S&P/OT/E -31/2017 -18

E-31/2017-18 - ANNEXUXE-D

Optional Items: / CONSUMABLES-

SI No	Description of Stores /Items	Unit	Rate per Unit (INR
1	Printing on the glass wall panel (galvanised steel panel /roof glass /SS (per eq. meter)	1	110240.0
2	Hepa filter H14	1	26000.0
3	Tubes for celling lights		15600.0
4	Accessories for Doors.	1	
	Windows		97760 O
	Windows with automated blinds	10	182000.Q
	Windows with manual blinds	_1_	145800 00
	Lock & Key	_ 1	30160.00
	Handle bow -shapes .	1	30160.00
	Inside door handle shell type, flush integrated	1	104000.00
	Raller	1	208000 00
	Belt	1	182000 00
	Sealed	1	
	Gasket	4	153920 00
5		8.1	88400 00
	Pass through glass in between 2 OT's	1	780000 00
6	Anti Microbial PVC cladding (Make: Bio -Clad (sq. ft.)	1	1144.00
7	10 X -ray viewer touch & LED type (Make: S -cap; Model: 0192 -Mov -003)	1	977600.00
8	AHU (HVAC) system for other areas	1	3540000.00
9	Supply air unit without filter	4	176800 00
10	Streaming		
	Video Conferencing with LAN cable	W.	5096000 00
	Microphone, Speaker, Amplifier & Projector	_1	1352000.00
11	Central Device Control Options	1	
_	Camera (AtDA /Light Source /Insufflator /Anthro Pump		2912000.00
	OT Table /Electro Cautery /OT Light /OR1 Rack /OR Modification Function	1	3432000.00
12	AGSS Maintenance Kit	31	
-			509800.00

GST Exita, as applicable

Cost of Reagent /Consumables/Accessories are fixed for a period of ten years with complete guarantees.

Cost of Reagent /Consumables/Accessories are fixed for a period of ten years with complete guarantee for supply of all the Reagent /Consumables, within the cost offered. The bidder shall be legally bound to supply all the related accessories also within stipulated period. Within the warranty and CMC period of ten years, any up gradation /modification shall be provided by the bidder else frog of cost.

NEIGRIIIMIS, Shallong-793018.

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पूर्वोत्तर इंदिरा गांधी क्षेत्रीय स्वास्थ्य एवं आयुर्विज्ञान संस्थान, शिलांग

NOR EASTÉRN INDIRA GANDHI REGIONAL INSTITUTE OF HEALTH & MEDICAL SCIENCES, SHILLONG

(भारत सरकार, स्वास्थ्य एवं परिवार कल्याण मंत्रालय, स्वायत संस्थान)

(An Autonomous Institute, Ministry of Health and Family Welfare, Government of India)

निदेशक ब्लॉक, मावडीयांगडीयांग, शिलांग - 793018 मेघालय Director's Block, Mawdiangdiang, Shillong - 793018 Meghalaya

> E-mall - info.nelgrihms@nic.ln www.nelgrihms.nlc.in EPABX : (0384) 2538176/8061

Store & Pocurement: Tele Fux: (0364) 2538032

F. No: NEIGR/S&P/ O -06/2015 -17/Pt-III

Notification of Award No: NEIGR/S&P/OT 139/2021 -2022

To,

M /s Vikas Medical Devices,

"Sidharta", 1st floor, 29, Dr. Rajendra Road,

Kolkata - 700 020; Tel: 2454 3851 /3852; Fax: 9133 2454 3850

E -mail: vikas@vikasmedical.com

Email: storeneignlans@gmail.com Websitei neigrilans gov.in Dafed: 24/05/2021

> 35-14 Pagen ~

Subject: Award for Design, Supply, Installation, Commissioning, Testing, Operation and Maintenance of 8 units of Fully Modular Operation Theatre (OT), with IP integration, OT Light, Auxiliary Rooms, Laminar Flow, Integrated Doors/Windows, Compete Structure, Control Panels, Scrub Station, Nursing Work Stations and with complete turnkey works, with 5 years warranty and thereafter 5 years CMC -reg.

Reference:

Tender Enquiry No: NEIGR/S&P/OT/E -31/2017-18; dated: 21.08.2017

Your offer /bid no: VMD/2017 -2018/23243; dated; 16.09.2017

Your Discount /Confirmation /Undertaking no: Nil; dated: 18.09.2018 (Offer charge for CMC for 11th and 12th year) and No: Nil; dated: 04.05.2021 (Bid Validity Extension)

Approval Letter vide No:- U-12012/14/2019-NB, MoHFW (NE Section) dated 17/05/2021

Financial Concurrence No: C-79/2021-22: dated: 20.05.2021

Sir /Medam,

Reference above, an order is hereby placed on you for the complete turnkey contract of design, 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 8 units of Fully Modular Operation Theatre (OT), with IP integration, OT Light, Auxiliary Rooms, Laminar Flow, Integrated Doors/Windows, Compete Structure, Control Panels, Scrub Station, Nursing Work Stations and with complete turnkey works, with 5 years warranty and thereafter 5 years CMC, as per details indicated herein.

Sl. No.	Description of Stores / Items	Unit Price	DPP NEIGRIHMS basis
1.	Components of 8 units of Modular Operation Theatres and 5 unit's integration of OT with accessories as per Annexure "A" inclusive of Customs duty with GST component. (Considering 1 EURO =INR 78.70, as on 12.04 2019 -SFC approval)	EURO 25,50,196.53	Equivalent to INR 20,07,00,466.91
	Components of 8 units of Modular Operation Theatres and 5 units' integration of OT with accessories as per Annexure "B" inclusive of Customs duty with GST component. (Considering 1 USD *INR 69.40.48, as on 12.04.2019 -SFC approval)	US Dollar 78,764.00	Equivalent to INR 54,66,599.66
	Other accessories and components for 8 units of Modular Operation theatres and 5 units integration of OT's as per Annexure "C" inclusive of Customs duty with GST component (In INR)		INR 5,51,18,498.00
- 3	Additional Civil, Electrical and other works for all OT's (In INR).		INR 19,20,000.00
- 13	Installation and other turnkey works for all OT's (in INR).	Shirt et	INR 1,24,80,000.00
	Cost: (In equivalent INR), As per Annexure: A, B, C, D w	INR 27,56,85,564.57	

In words: Rupees Twenty Seven crores Fifty Six lakhs Eighty Five thousand Five hundred and Sixty Four and Fifty Seven paisa only.

Worth Eastern Indira Gandhi
Regional Institute of
Health & Medical Sciences

Shillong - 18

ElGRIFIMS, Shillong-793018.

MEIGRIMS, Shillong-193018.

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The total price inclusive of all taxes & duties, turnkey, installed & commissioned etc. delivered DDP at consignee site basis, i.e. NEIGRIHMS, Mawdiangdiang, Shillong -793018 including loading /unloading /handling and all other unforeseen charg

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 five (5) years 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.

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

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.

CMC Equipment Cost:-

Sl. No.	Description of Stores /Items	Total in INR (Exclusive of GST)
A	CMC charges for all the components (as per Annexure "A" "B" "C" for the 6th year (In INR).	INR 6,32,457
2. *	CMC charges for all the components (as per Annexure "A" "B" "C" for the 7th year (In INR).	INR 6,32,457
3.	CMC charges for all the components (as per Annexure "A" "B" "C" for the 8th year (In INR).	INR 6,32,457
4-	CMC charges for all the components (as per Annexure "A" "B" "C" for the 9th year (In INR).	INR 6,32,457
5-	CMC charges for all the components (as per Annexure "A" "B" "C" for the 10th year (In INR).	INR 6,32,457
6.	CMC charges for all the components (as per Annexure "A" "B" "C" for the 11th year (In INR).	INR 6,32,457
7.	CMC charges for all the components (as per Annexure "A" "B" "C" for the 12th year (In INR).	INR 6,32,457

NEIGRIHMS, Shillong-793018. NEIGRIHMS, Shillong-793018



Delivery Schedule:

For Indigenous goods or for imported goods if supplied from India: 270 days from date of Notification of Award to delivery at consignee site including supply, installation, commissioning and handing over.

For Imported goods directly from foreign:

FOB Contracts- 270 days from the date of opening of L/C. The date of delivery will be the date of Bill of Lading or Airway Bill including supply, installation, commissioning and handing over.DDP Contracts: 270 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 including supply, installation, commissioning and handing over.

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 equired 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 and in the this award as above. The Billing shall be as per actual Stores supplied, Installed and commissioned at site. Institute reserves the right to modify and accept the units / quantity, variety, form as per actual site requirements.

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 Tenderege

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North Eastern Indira Gandh Regional Institute of

Regional Institute of Health & Medical Sciences

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(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. The mediation shall be under the authorities constituted under Legal Service Authority Act, 1987.

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: NEIGR/S&P/OT/E -31/2017 -18. (Kindly refer to the tender /bid document for all Annexures /Proforma)

Yours faithfully,

Director EIGRIHMS, Shillong Tel:0364-2938003/013 andhi

Dr. Sauray Kumar Besta

RIMS, Rai

Assistant Protossor Deptt. of Neurosurgery

Regional Institute of Health & Medical Sciences

Shillong - 18

Copy to:

1. Shri G.A. Raghuvanshi, Deputy Secretary , Ministry Of Health and Family Welfare, New Delhi.

2. Indenting Officer /Inspection authority- Chairman & Member Secretary- Project Management Team-MOT

3. Head / In charge-OT/ respective surgical Departments; Prof & Head: Anesthesia & CC

4. Medical Superintendent

Central /Ancillary Store

Biomedical Engineer

Purchase Order Master / Relevant File

Stores Section Record

Enclosed: Annexure: A, B,C D with other related document

- Annexure 1: Technical Specification
- Annexure 2: Tender Form (Section -X)
- Annexure 3: Compliance Statement
- Annexure 4: Manufacturer's Authorization / Acceptance Letter
- Annexure 5: Details and Cost of Consumables /Reagents /Spares /Accessories

Annexure 6: Approved Plan/Design of Modular OT

, of Neuropurgery

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Dr. Saurav Kumar Besra Health Shillong - 18 Assistant Professional Assistant Protosor Deptt. of Naurosurgery RIMS, Ranchi

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Dr. Saurav Kumer Besra Health & Medical Sciences
Assistant Professor

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Dr. Gautam

Assistant Professor Dopt, of Neurosurgery RIMS, Ranchi

Assistant Professor
Deptt of Neurosurgery
RIMS, Ranchi