

Bid Document

Bid Details	
Bid End Date/Time	28-11-2022 14:00:00
Bid Opening Date/Time	28-11-2022 14:30:00
Bid Offer Validity (From End Date)	180 (Days)
Ministry/State Name	Ministry Of Health And Family Welfare
Department Name	Department Of Health And Family Welfare
Organisation Name	North Eastern Indira Gandhi Regional Institute of Health and Biomedical Sciences (neigrihms)
Office Name	Neigrihms, Shillong
Total Quantity	1
Item Category	Automated Hematology Analyser (5 Parameters)
Minimum Average Annual Turnover of the bidder (For 3 Years)	10 Lakh (s)
OEM Average Turnover (Last 3 Years)	10 Lakh (s)
Years of Past Experience Required for same/similar service	3 Year (s)
MSE Exemption for Turnover	Yes
Startup Exemption for Turnover	Yes
Document required from seller	Experience Criteria,Past Performance,Bidder's Bank Statement (Last 6 Months),ATC),OEM Authorization Certificate,OEM Authorization Certificate (ATC),Additional Doc 2 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of ISIRI standards *In case any bidder is seeking exemption from turnover criteria, supporting documents to prove his eligibility for exemption should be submitted during evaluation by the buyer
Past Performance	30 %
Bid to RA enabled	No
RCM Applicable	Yes
Comprehensive Maintenance Charges Required	Yes
Time allowed for Technical Clarifications during technical evaluation	3 Days
Evaluation Method	Total value wise evaluation

EMD Detail

Advisory Bank	Bank Of Baroda
EMD Amount	60000

ePBG Detail

Advisory Bank	Bank Of Baroda
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	62

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

DEPUTY DIRECTOR NEIGRIHMS

Neigrihms, Shillong, Department of Health and Family Welfare, North Eastern Indira Gandhi Regional Institute of Health and Family Welfare

(Emd And Security Deposits Account)

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	Yes
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MSE Purchase Preference

MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the financial year indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. If the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of incorporation of the bidder shall be taken into account for this criteria.

4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM (themselves or their subsidiaries) shall have manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Enterprise / Local Body indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with the bid. The minimum quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value shall be taken into account for this criteria.

5. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheet from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. If the constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of incorporation of the OEM shall be taken into account for this criteria.

6. Preference to Make In India products (For bids > 200 Crore) (can also be used in Bids < 200 Crore but only after eMD submission): Preference shall be given to Class 1 local supplier as defined in public procurement policy dated 28.5.2020).

2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference from the OEM regarding the percentage of the local content and the details of locations at which the local value added purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to per statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant. Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. In case Buyer has selected Purchase in the bid, the same will get precedence over this clause.

7. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid if is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase price. Such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) price.

8. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted or impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted price based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

9. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in its Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet the

Section 9(3) Of GST

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM , unregistered seller, seller forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the govt in this Bid.

Excel Upload Required:

Details of all consumables and stores for conducting all test on the system - [1668345846.xlsx](#)

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
17-11-2022 16:00:00	E-Procurement Cell , Ground Floor, Director block, NEIGRIHMS Shimla submission on GEM portal

Automated Hematology Analyser (5 Part) (1 pieces)

(Minimum 50% and 25% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Registered Brand
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Technical Specifications

[* As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement
Performance Parameters	Type of system offered	closed system
	Analysis principle	LASER based scatter analysis
	Type of cell counting	5 part WBC differential with Ret
	NRBC%	Yes

Specification	Specification Name	Bid Requi
	Availability of body fluid(CSF,synovial,serous) parameters like WBC-BF,RBC-BF,MN#,MN%,PMN%,PMN#,TC-BF#	Yes
	IPF analysis	Yes
	PLT-O Analysis	Yes
	PLT-F Analysis	Yes
	IG % analysis	Yes
	IG# analysis	Yes
	RET-HE analysis	Yes
	HFR analysis	Yes
	LFR analysis	Yes
	MFR analysis	Yes
	IRFanalysis	Yes
	Discrete analysis modes available	CBC,CBC+DIFF,CBC+RETIC,CBC
	Analysis method for WBC	Tri angle Laser flow cytometry
	method for platelet measurement	dual angle light scatter/flurosce
	RBC Measurement method	light scatter measuring techniqu
	Hb measurement	cyanide free colorimtery
	Retic measurement	on board light scatter(flouroscei
	no of sample racks to cater to different tube sizes	6
	Maximum sample Aspiration volume needed in all modes	100 µl or less
	Minimum sample volume required in all modes	20µl or less
	Throughput capacity in CBC/Differential	90-100
	Throughput capacity in Retic mode	45 or more
	Type of modes of sample running	Closed vial
	Hemoglobin linearity	0 to 25 gm per litre
	Rectic linearity	0 to 24.5
	Availability of Auto dilution	No
	should have clot detection facility	Yes
	Type of Calibration	Both manual and automatic
	Direct aspiration for capillary blood from finger prick	No
	Separate diluting nozzles for RBC and WBC	Yes

Specification	Specification Name	Bid Requi
Data Management and Display	Double bathing mechanism	Yes
	Upgradable to integrate with attachment	"Fully automated slidemaker & :
	Type of data management	PC based
	Display	LCD
	PC hard disk	>500 GB
	Inbuilt monitor size in inches	NA (for PC based)
	Processor of PC Provided with system	I 5 or more
	RAM	8 GB
	HDD	500 GB
	PC Monitor size in inches if PC provided externally	17 INCHES OR MORE
	HIS/LIS Interface	RS232
	Type of external storage	USB
	No of USB Port provided	4
	Printer facility	Yes
	Type of printer unit	External
	Printer type	LASER printer
	"Database capability of storing sets of results and graphics"	>= 50000
	L J Plot facility	Yes
	delta check for cumulative review	Yes
	On line QC option	Yes
	patient moving average	No
	QC File management	Yes
	Type of user Interface or data entry	all three
Power Requirements	Rating of UPS in KVA	1 KVA
	Back up time in minutes	60 min
ACCESSORIES ,SPARE PARTS AND CONSUMABLES	"Offered equipment unit to be supplied with sufficient consumables (with at least 2/3rd of total shelf life) required for, sufficient to carry out haematological testing of samples"	1000
	Net work integration with lab information system feature	Yes
Miscellaneous Parameters	Warranty (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)	5

Specification	Specification Name	Bid Requirement
	Number of installations in Central /State/PSU Govt Hospitals (Hint: Seller should supply a performance certificate of the device to the buyer incase demanded after placement of order)	More than 3
	Availability of toll free facility for technical support maintained by OEM or authorised agencies	Yes

Comprehensive Maintenance	
Warranty of required product	5 Year
Comprehensive Maintenance Duration (Post Warranty)	5 Year
GST as per RCM	18%
GST Cess 1 as per RCM	1%
Optional RCM	No

*Warranty displayed under the AMC/CMC Details section will supersede the warranty displayed under the catalog specifications.

Additional Specification Parameters - Automated Hematology Analyser (5 Part) (1 pieces)

Specification Parameter Name	Bid Requirement (Allowable)
Based on fluorescent Flow Cytometry for WBC, Differential, NRBC, RET, PLT-F measurement. All reagents, wash soln, controls etc for 1200 tests included.	Based on fluorescent Flow Cytometry for WBC, Differential, NRBC soln, controls etc for 1200 tests included.
The instrument should have a modular design with option to integrate with similar units in future with 5 years warranty and five years CMC	The instrument should have a modular design with option to integrate with similar units in future with 5 years warranty and five years CMC
The Instrument should have a facility to provide Malaria Flagging for every sample without any additional cost .Should have low WBC mode facility.	The Instrument should have a facility to provide Malaria Flagging .Should have low WBC mode facility.
Cost of all reagents , wash solutions consumables which includes all controls shall be fixed for a period of ten years and shall be certified by OEM .	Cost of all reagents , wash solutions consumables which includes all controls shall be fixed for a period of ten years and shall be certified by OEM .
Additional unit of instrument on similar principle/cost same of consumables without reticulocyte count and Uc RBCs shall be provided for Blood Bank	Additional unit of instrument on similar principle/cost same of consumables without reticulocyte count and Uc RBCs shall be provided for Blood Bank

* Bidders offering must also comply with the additional specification parameters mentioned above.

Input Tax Credit(ITC) and Reverse Charge(RCM) Details

ITC on GST	ITC on GST Cess	RCM Applicable	GST as per RCM	GST Cess 1 as per RCM
NA	NA	Yes	12%	1%

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantit
1	Khrawkupar Jithod Katrai	793018,P.O. NEIGRIHMS, Mawdiangdiang, Shillong	1

Special terms and conditions-Version:2 effective from 21-10-2022 for category Automated Hematology

1. All Provisions of Drugs and Cosmetics Act, 1940 and Rules made there under as amended till date will be applicable. Notifications issued by *Central Drugs Standard Control Organisation (CDSCO)*, Ministry of Health & Family Welfare, Government of India, Ministry of Chemicals & Fertilizers time to time in this regard.
2. The sellers are registered on GeM based on self-declaration of valid Drug License, product certification, and validate the details at their end for all applicable licenses and certifications e.g., validity and authenticity of certification, manufacturer certification/licenses, test reports etc.
3. The price offered by the seller shall not, in any case exceed the DPCO controlled price, if any, fixed by the Government of India. The seller must reduce the prices if there is any reduction in the Maximum Retail Price (MRP) and the selling price.
4. **Comprehensive warranty:** Comprehensive warranty shall include preventive maintenance including replacement of parts, service charges and spares. During the warranty period commencing from the date of supply, Service personnel shall visit each consignee site as recommended in the manufacturer's technical manual. The warranty shall not be including the consumables. Further there will be 98% uptime warranty on 365 (days) basis, with penalty, to extend warranty period by double the downtime period.
5. **Service centres:** Details of Service outlets in India to render services for equipment to be furnished to the buyer/consignee. Address, telephone numbers, e mails etc at time of making the supplies. It shall be the responsibility of the seller to ensure that the service centres are available to cater to the areas where supplies are made within reasonable distance from where the supplies are made. Numbers for service call and online registration of service requests also to be provided to the buyer/consignee.
6. **Source of supply:** It shall be responsibility of seller to provide Documents regarding source of equipment and other documents to establish that the products supplied are manufactured by OEM indicated and source of supply.
7. **Packing and Marking:** Medical equipments being very delicate and sensitive packing for the goods shall be provided in transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration of goods, remoteness of the final destination of the goods, availability or otherwise of transport at the time of delivery to final destination. Quality of packing, the manner of marking within & outside the packages and provisions to be taken into consideration the type of medical equipments being supplied. The accessories shall be suitably labelled and marked on three sides with indelible paint of proper quality: indicating contract number and date, brief description of equipment, list reference number, country of origin of goods and any other relevant details.
8. **Spare Parts:** Seller shall provide materials, information etc. pertaining to spare parts manufactured or supplied by the seller. The required spares are available for purchase at least for 10 years from date of supplies. In case due to discontinuation of the equipment sufficient advance notice should be given to the buyer/consignee before such discontinuation. Required spare parts etc. Further, OEM and their service centres/dealers shall carry sufficient inventory of spare parts for the equipments so that the same are available. The seller shall give the most competitive price for spares and accessories supplied.
9. **Installation, Training, Manuals:** Seller shall be responsible to carry out Installation & commissioning of the equipment. They shall provide required jigs and tools for assembly, minor civil works for the completion of the installation. They shall provide representatives for operating and maintaining the equipment and supplying required number of operators. The category parameters are specifying any requirements regarding the installations, training and manuals.
10. **Electrical safety checking:** Sellers are required to make sure that they furnish the list of equipments to the buyer/consignee. They should make sure to periodically check the electrical safety aspects of the equipment. If they do not have required equipment for such testing should ensure that the equipments checked facilities for such checking during every preventive maintenance call.

11. **Software:** All software updates should be provided free of cost during warranty period.
12. Any other Terms and Conditions which is not included or at variance with the conditions specified in ST Additional Terms and Conditions in the bid to ensure items are procured from authentic/validated source above terms and conditions are in reverse order of precedence i.e. ATC shall supersede specific STC with ("GTC"), whenever there are any conflicting provisions.

Buyer Added Bid Specific Terms and Conditions

1. Authorised Service Centre within the state of Odisha, along with a dedicated contact person with telephone number at this institution as and when required basis.
2. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along
3. Make in India specific authorisation certificate needs to be enclosed.
4. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 5% of contract. The purchaser also reserves the right to increase the ordered quantity by up to 50% of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

5. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of NEIGRIHMS EMD SECURITY DEPOSITS A/C. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to Opening date.

6. 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 A/C (Name of the Seller). Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line proof of the Online Payment Transfer along with bid.

7. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG can be made out or pledged in the name of NEIGRIHMS EMD SECURITY DEPOSITS A/C (Name of the Seller). The bid can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR can be withdrawn after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to submit 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.

8. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking (per GeM GTC). On-line payment shall be in Beneficiary name NEIGRIHMS EMD SECURITY DEPOSITS A/C (Name of the Seller). Successful 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.

9. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Scope of work & Document details (Non buy-Back) F Mo.
NEIGR/S&P/R-04/ 22-23 (Pathology)

Approved by MOHGW & Purchase Committee

(A)

A	Following mandatory documents must be attached in the bid document as specified , failing which bid will be treated as" Non-Responsive"
1	Cost of spare parts, consumables and accessories which are not covered under warranty & CMC period has to quote as percentage value in the Technical Bid (Additional Doc 1(Requested in ATC) List of consumables with price frozen for 10 years , or else will be consider to be cover throughout the warranty & CMC period.
2	Documents with regard to Details compliance statement to be attached At " Additional Doc 2(Requested in ATC) "
3	Documents with regard to Original Literature, Product catalogue, Technical from the firm/O.E.M with Highlighting as per the technical specification must attach at " Additional Doc 3(Requested in ATC) "
4	Documents with regard to list of Offering/Quoted items mentioning make, model & quantity of each items must be " Additional Doc 4(Requested in ATC) "
B	Warranty and Maintenance
1	Warranty for 5 years followed by CMC for 5 years including Spares & service for all the items supplied in this particular tender including third-party items and turnkey works .
2	Mandatory 2 PMs / Year with unlimited breakdown calls has to be attended by the Bidder/manufacturer throughout the warranty & CMC period at site.i.e. NEIGRIHMS, SHILLONG.
3	Duly signed Mandatory PM reports has to be submitted periodically, falling which necessary action will be initiated as per term& condition of the tender.
C	Scope of work
1	The bidder has to mandatorily quote for all the items /stores mentioned in the Technical Specification & Scope of Work ,failing which bid will be treated as" Non-Responsive"
D	E-bidder have to adhere to Government of India, Ministry of Finance, PPD division Public procurement order OM F.No.6/18/2019-PPD dated 23rd july,2020 inserting Rule 144(Xi)in GFR 2017 ,No 1 dated: 23/7/2020 and subsequent Orders No 2 & 3 or as amended from time to time , failing which the bids shall be treated as non-responsive.

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Scope of work & Document details: for Buy back Cases	
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 percentage value of the system/Unit in the Technical Bid ATC1/2
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 store must be " Additional Doc 4(Requested in ATC)"
B	Warranty and Maintenance
1	Warranty for 5 years followed by CMC for 5 years including Spares & service for all the items supplied in this particular tender including third-party items and turnkey works .
2	Mandatory 2 PMs / Year with unlimited breakdown calls has to be attended by the Bidder/manufacturer throughout the warranty & CMC period at site.i.e. NEIGRIHMS, SHILLONG.
3	Duly signed Mandatory PM reports must be submitted periodically, falling which necessary action will be initiated as per term& condition of the tender.
C	Scope of work
1	The bidder has to mandatorily quote for all the items /stores mentioned in the Technical Specification & Scope of Work ,failing which bid will be treated as" Non-Responsive"

2	Prices of all accessories (reagents, consumables, controls closed/ open etc) need to be clearly indicated as % of the total price in the technical bid Technical Bid ATC1/2 and will be consider for evaluation as in BOQ or else bid will be treated as "non responsive". The CMC cost offered from 6 th to the 10th year to be indicate in ATC ½ shall in indicate in percentage inclusive of GST and shall not exceed 5% of the system cost.
3	E-bidder must adhere to Government of India, Ministry of Finance, PPD division Public procurement order OM F.No.6/18/2019-PPD dated 23rd july,2020 inserting Rule 144(Xi)in GFR 2017 ,No 1 dated: 23/7/2020 and subsequent Orders No 2 & 3 or as amended from time to time , failing which the bids shall be treated as non-responsive.

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(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 only.

2. Generic

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 3 years contracts to be submitted along with bid in support of having supplied some quantity during each of 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 resource or OEM authorized Reseller.

5. Generic

Upload Manufacturer authorization: Wherever Authorized Distributors are submitting the bid, Manufacturer with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished

6. Generic

The successful bidder has to supply all essential accessories required for the successful installation and standard accessories as per normal industry practice, following accessories must be part of supply and 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 have to ensure Compatibility of the supplied items or shall have to include in the supply the necessary items at no extra cost to the buyer. The details of items with which compatibility is required are as under: all the 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 Statutory Clearances required (if any)

9. Turnover

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last previous financial year, should be as indicated in the bid document. Documentary evidence in the form of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 years completed financial years after the date of constitution shall be taken into account for this criteria.

10. Turnover

OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 years completed financial years after the date of constitution shall be taken into account for this criteria. In case of 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 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 self-certification (by Director/ Company Secretary) and also give details of the location/s at which the local supplier, the same was required to be obtained from the "Class-I local supplier /Class II local

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,

Local content = (Sale price - Value of imported content) * 100/ 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

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

13. Service & Support

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there, OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after having Functional Service Centre.

14. Service & Support

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

15. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Number

16. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the

17. Certificates

The bidder or the OEM of the offered products must have BIS/WHO-GMP/ CDSCO Indian certification of Government of India

18. Certificates

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's 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 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 of 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 the offered products at the rate not more than 5% of contract price per annum. Buyer reserves the right Successful Bidder / OEM after expiry of the Warranty period at above mentioned rate and the payment Biannually after rendering of the CMC Services of the relevant CMC period. Performance Security of the to accept the CMC contract when called upon by the buyer. CMC would include cost of all the spares and upgradation of System Software & third party Software (Upload the undertaking). The original Performance after submission and verification of AMC Performance Security for 5% of total CMC value valid up to (claim).

22. Warranty

Warranty period of the supplied products shall be 5 years from the date of final acceptance of goods & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificate time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service 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 the entire Standard warranty period as per contract. : The comprehensive warranty shall be covering the battery ,Printer ,Probes & upgradation of System Software & third party Software (Upload an undertaking bidder if Bidder is taking onus of this compliance. In case OEM is taking onus of this compliance, OEM undertaking)

24. Warranty

Successful bidder will have to ensure that adequate number of dedicated technical service personals attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification 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 defect during the warranty period, Seller has to complete the required Service / Rectification within 3 days' time limit. If the Seller fails to complete the defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each day of delay. The penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Seller. Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall not be bound to do work done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be responsible for 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:

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the order.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

27. Past Project Experience

The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation of Category Products during preceding 3 financial years (i.e. current year and three previous financial years). The criteria are:

- (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 shall be submitted. For all the 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 SEC, SHILLONG-793018, MEGHALAYA. Bidder has to upload scanned copy / proof of the DD along with bid 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 that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of the bid by the Buyer after making endorsement on the back of the FDR duly signed and stamped, the bidder has to submit scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within the stipulated time.

30. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of NEIGRIHMS EMD SECURITY DEPOSITS A/C (Name of the deposit can be withdrawn only on the demand or with the sanction of the pledger. For release of Security by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with bid and has to upload scanned copy / proof of the BC along with bid and has to upload scanned copy / proof of the Online Payment Transfer along with bid.

31. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary Account No. 30270200000027 IFSC Code BARB0MAWDIA Bank Name BANK OF BARODA Branch address MEGHALAYA . Bidder to indicate bid number and name of bidding entity in the transaction details field 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 (GTC). DD should be made in favour of NEIGRIHMS EMD SECURITY DEPOSITS payable at MAWDIANGDIANG, SHILLONG-793018, award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy of the 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 should be made out or pledged in the name of NEIGRIHMS EMD SECURITY DEPOSITS A/C (Name of the deposit can be withdrawn only on the demand or with the sanction of the pledger. For release of Security by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with bid and has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of the 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 in Beneficiary Account No. 30270200000027 IFSC Code BARB0MAWDIA Bank Name BANK OF BARODA Branch address MAWDIANGDIANG, SHILLONG-793018, award of contract, Successful Bidder can upload scanned copy of the Online Payment Transfer in place of PBG within 15 days of award of contract.

(C) 35. Additional Terms and conditions & Scope of Work for CMC

Tenderer/Vendors/contractor should note that the following terms and conditions will apply specifically in the Government of India.

1. Comprehensive Annual Maintenance Contract must include Labour, spares & Preventive Maintenance Accessories/Consumables
2. The terms and conditions of the tender and the agreement executed will be binding on the tenderer in accordance with the terms & conditions of NEIGRIHMS /Government of India and in the manner specified in the contract between the vendor/contractor (with whom the contract referred to) on one part and NEIGRIHMS on the other.
3. The required spares to be replaced must be genuine and certified from the OEM.

4. Repairs to be undertaken should be within specified configuration and maintain the equipment, any deviation on configuration/ specification the repair will not be accepted. The effect that the equipment is in working order and safe for patient care and non-hazardous to the CMC holder.

5. Tenderer/Vendors/contractor is responsible to provide electrical and patient safety certificate for direct patient care.
6. The system must be checked & calibrated after every spare changes and detail service report to be submitted.
7. 2 nos of Periodic preventive maintenance is mandatory irrespective of unlimited service /breakdown service.

8. Same /Similar Standby system must be provided by the bidder if the system needs to send to v
9. Receipt of this offer may be acknowledged and a copy duly signed/stamped by the authorized of the agreement.
10. The Performance security shall be denominated in any one of the forms namely Account Paye from any nationalized bank in India or Bank Guarantee issued by a nationalized bank in India, and Shillong-793018 for an amount equivalent to 3% of the total cost of annual CMC. The validit will be upto 2 months beyond CMC period.

11. It may also be noted that there should be no negligence in providing services of 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) bas the downtime period. The vendor shall ensure optimum uptime of the system during CMC per action, as deemed fit.
13. During Comprehensive Maintenance Contract period, the supplier shall visit at each consi testing and calibration as per the manufacturer's service/ technical/ operational manual. T recommended in the manufacturer's manual, but at least once in 6 months commencing from ti period for preventive maintenance of the goods.
14. Processing of bill may be considered on yearly basis with satisfactory report from the user de 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 tean issue of this order.
16. Settlement of disputes - Director, NEIGRIHMS or his authorized representative shall be the fi 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 is which EMD/security deposit may be forfeited or Contract declared null and void.
19. **Prebid:-**E-Procurement Cell , Ground Floor, Director block, NEIGRIHMS Shillong-793018 Tel:036

20. Technical Specification

The specifications in Additional Terms and Conditions - Buyer Specific Clauses (ATC specification". The technical evaluation will be as per these specifications only, and the submit the technical compliance accordingly.

1	Instrument should be based on fluorescent Flow Cytometry for WBC, Differential, NRBC, RET, PLT-F, measurement.
2	Should provide complete blood cell counting including 5-part WBC differential with capability of doing Retics, NRBC enumeration and IG.
3	Must automatically enumerate Nucleated Red Blood Cells in the CBC+Diff Mode.
4	Must analyze leucocytes in their native state through laser-based scatter analysis.
5	Haemoglobin method equal in accuracy to reference method.
6	Should have light scatter measuring technique for RBC measurement.

7	Should have at least 6 or more sample racks to cater to different tube sizes.
8	PC based data management with all scatter plots, histograms and display and in print.
9	Open Vial. Predilute and Closed vial mode.
10	Analyzer must have option to enumerate differentials for Body fluid samples
11	The Instrument should have a facility to provide Malaria Flagging for every sample without any additional cost
12	The instrument should have a modular design with option to integrate with similar units in future.
13	The instrument should be able to integrate with slide Stainer and maker in future of the same make.
14	Must have STAT capability with Positive Bar code identification facility.
15	Analyzer must have user defined rules & flagging limits.
16	Database capacity of at least 20,000 sets of results and graphics.
17	The Instrument Should have low WBC mode facility.
18	Should have workload recording.
19	Should have unlimited number of user-definable control files.
20	Should have auto stop function inc event of unacceptable control data.
21	Should be able to transmit results to host computer.
22	Throughput should be minimum 100 samples. / hour in Primary mode.
23	Linearity of PLt to be from 0.0 to 3000x1000 cells/microliters.

2 4	WBC linearity should 0.0 to 3000 x 1000 cells/microliters.
2 5	Must be able to select CBC. CBC and Diff and Reticulocyte testing mode.
2 6	Must extend analysis time for cytopenic samples (RBC. Plt and WBC).
2 7	Must directly measure MCV.
2 8	Controls should be available for parameters including Platelet-F.
2 9	Should be able to differentiate between smaller RBCs and Larger Platelets.
3 0	Must have auto purge function in the software.
3 1	The supplier should have excellent service backup and at least 10 similar machines installed in reputed hospitals/labs.
3 2	Suitable UPS with One hr. backup.
3 3	At least 20 Quality control Files which store 100 runs each XB analysis.
3 4	Should be able to work with Laser printer which should be supplied with the instrument.
3 5	Should have inbuilt autoloader cum mixer with capability of loading min 50 samples at any time.
3 6	Should be able to provide Min at least 30 different parameters.
3 7	The system quoted should be BIS or WHO-GMP or CDSCO or USFDA certified .
3 8	Instrument shall be provided with 5 years warranty and thereafter 5 year CMC
3 9	Additional Specification parameters
	1. Instrument should be based on fluorescent Flow Cytometry for WBC, Differential, NRBC, RET, PLT-F measurement.

	2. The instrument should have a modular design with option to integrate with similar units in future.
	3. Controls should be available for parameters including Platelet-F.
	4. The Instrument should have a facility to provide Malaria Flagging for every sample without any additional cost
	5. The Instrument Should have low WBC mode facility

40.1 Based on fluorescent Flow Cytometry for WBC, Differential, NRBC, RET, P wash soln, controls etc. for 1200 tests included.

40.2 The instrument should have a modular design with option to integrate with years warranty and five years CMC

40.3. The Instrument should have a facility to provide Malaria Flagging for every cost .Should have low WBC mode facility.

40.4. Cost of all reagents , wash solutions consumables which includes all consumables for ten years and shall be certified by OEM .

40.5 Additional unit of instrument on similar principle/cost same of consumables. Uncleared RBCs shall be provided for Blood Bank

Details to be offered for LCC-Only Consumables & Accessories Not Covered under warranty & CMC

Gem Bid No:-

Item Description	Pack size	Item Type & reason of not covered under warranty & CMC	Frequency / minimum Time period for Change of the mentioned Item	Prices in only in % of the

1.Price will be derived for each item after opening of the Price bid.

2.Items other than Quoted as consumable/accessories will be covered under WARRANTY &CMC.

3.Institute reserves the right to decide whether the item quoted is actually considered as Consumables/Accessories or NOT .

4.Indicated Prices (in %) for these consumables will be fixed till warranty & CMC period, Any escalation in prices also mentioned as percentage .

5.The bidder & OEM will submit undertaking that in no time the prices of quoted items should not be more than(MRP - 10%) value .

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10. **Buyer Added Bid Specific ATC**

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

11. **Past Project Experience**

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for

- Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoice.
- Execution certificate by client with order value.
- Any other document in support of order execution like Third Party Inspection release note, etc.

12. **Warranty**

Warranty period of the supplied products shall be 5 years from the date of final acceptance of goods or after testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be delivered with the delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for Service Centres near consignee destinations are to be uploaded along with the bid.

13. **Warranty**

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engine Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period as indicated in the relevant clause of the bid.

14. **Warranty**

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service request, the Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete service request, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. If the Seller fails to complete service request directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (F

10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from the Seller besides forfeiture of PBG. Seller shall be liable to reimburse the cost of such service / rectification to the Buyer.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions of the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India, Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by the Buyer and void and would not be considered part of bid. Further any reference of conditions published on any external site shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any representation against the same by using the Representation window provided in the bid details field in Seller dashboard on bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open a bid. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. If the collection of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

Additional Clause For Comprehensive Maintenance Charges

1.CMC shall include preventive maintenance including calibration as per technical/ service /operational manual of the equipment for satisfactory completion of Warranty. During the CMC period commencing from date of the successful completion of work at consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months consumables shall not be included in CMC. Further there will be 98% uptime warranty during CMC period on 24 (hrs) per day. 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 used for 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 the manufacturer.
6.While creating a bid or RA, buyers shall indicate whether CMC is required against Yes/No" options. If CMC Charges are required after the warranty period shall be available. Under this option up to 10 years can be chosen for CMC charges.
7.In case the bid has a provision for CMC, the warranty of the product will also be deemed to have been converted into Comprehensive Maintenance and calibration as per technical/ service /operational manual of the manufacturer, service charges and spare parts are therefore advised to include the cost of Comprehensive Warranty including spares (excluding consumables) also.
8.The CMC functionality shall be available in bid only and no direct RA shall be applicable. In case of bid to R/A decrease in price is 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 equipment category parameters for the equipment. No. of years of warranty indicated here shall supersede the warranty specifications. The Seller while participating in Bid/RA will get fields to indicate CMC charges as percentage of cost of equipment. 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 period.

8.3.In the price evaluation, the system shall provide function to calculate the cost of each equipment by formulating 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=

$C + C \times \{ (A1/100)/(1.10^n) + (A2/100)/(1.10^{n+1}) + (A3/100)/(1.10^{n+2}) + (A4/100)/(1.10^{n+3}) + (A5/100)/(1.10^{n+4}) \}$
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 be CMC charges for 1st to 5th year respectively. If 2 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 is 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 to CMC Charges. The PBG submitted after award of contract shall be released only after new PBG for the CMC period is submitted for verification. Bank guarantee for CMC is to remain valid till completion of CMC period plus one year. The bank guarantee shall be released only after the CMC period is completed.

11. In case of splitting of order quantity, equipment cost and CMC charges offered by L1 bidder shall be matched by L1 bidder on a year-to-year 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, duly certified by end user and scope of CMC will be as per para 1 above.

13. CMC Charges are inclusive of all the charges for Transportation, Lodging, Boarding, all insurances including third party insurance. The same shall include GST. The prices also include cost of spares and damaged parts. Purchaser does not have any claim on CMC. It also includes for arranging hand tools & tackles, special tools etc. required to carry out the work.

[This Bid is also governed by the General Terms and Conditions](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India shall be eligible to bid only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this shall be treated as a ground for disqualification and legal action in accordance with the laws.

---Thank You---