

Bid Document

Bid Details	
Bid End Date/Time	07-09-2022 19:00:00
Bid Opening Date/Time	07-09-2022 19:30:00
Bid Offer Validity (From End Date)	65 (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 Medical Sciences (neigrihms)
Office Name	Neigrihms, Shillong
Total Quantity	1
Item Category	High Definition Laparoscopic Surgery System (Q3)
Minimum Average Annual Turnover of the bidder (For 3 Years)	35 Lakh (s)
OEM Average Turnover (Last 3 Years)	35 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 Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for 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	2 Days
Evaluation Method	Total value wise evaluation

EMD Detail

Advisory Bank	Bank Of Baroda
EMD Percentage(%)	2.00
EMD Amount	238000

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 category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

Beneficiary:

NEIGRIHMS

Neigrihms, Shillong, Department of Health and Family Welfare, North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences (NEIGRIHMS), Ministry of Health and Family Welfare
(Deputy Director Admn)

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	Yes
-------------------------	-----

MSE Purchase Preference

MSE Purchase Preference	Yes
-------------------------	-----

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. 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". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. 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 previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Experience Criteria: In respect of the filter applied for 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 number of Financial years as indicated above in the bid document 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 Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

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 previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

6. Preference to Make In India products (For bids > 200 Crore) (can also be used in Bids < 200 Crore but only after exemption by competent authority as defined in Deptt of Expenditure OM dated 28.5.2020): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause 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 in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

8. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

Section 9(3) Of GST

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM , unregistered seller, seller registered under composition scheme)will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
22-08-2022 14:00:00	through VC /Gem portal

High Definition Laparoscopic Surgery System (1 pieces)

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

Brand Type	Registered Brand
------------	------------------

Technical Specifications

[* As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
Full High Definition / 4K Digital Camera	Resolution of camera in pixels	3840 x 2160
	Technology of camera	Digital camera with 4k technology
	mode of output	Digital
	Method of input	Keyboard
	Video output	Display port
High resolution Medical grade monitor	Size of monitor in inches	31.0 Or higher
Light Source	Type of light source	LED
	Life of light bulb in hours	30000 or more
CO2 Insufflator	CO2 insufflator provided	Yes Or higher
	Quick and precise Continuous insufflation	Fully Microprocessor based
Telescopes	Telescope size provided	Yes Or higher
HD documentation system (Recorder system)	HD / 4K Documentation system provided	Yes Or higher
Suction Irrigation System	Availability of suction and irrigation system for use in laparoscopy in surgical procedures	Yes
Mobile Videocart	Mobile Videocart provided	Yes Or higher
Miscellaneous Parameters	Warranty (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)	1

Comprehensive Maintenance	
Warranty of required product	5 Year
Comprehensive Maintenance Duration (Post Warranty)	5 Year
GST as per RCM	18%

Comprehensive Maintenance	
GST Cess 1 as per RCM	1%
Optional RCM	Yes

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

Additional Specification Parameters - High Definition Laparoscopic Surgery System (1 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
4K UHD Medical Grade Monitor Screen size of 32 inch or more :- 1 no,4K UHD Camera Control Unit (CCU),4K UHD Camera Head ,Light Source 300W LED with Fiber optic cable -1no	As per Specification attached in ATC sl no 1,2,3,4.The attached specification in ATC will supersede the above mentioned specification
Endoscopic Trolley (from the same OEM),ELECTRONIC INSUFFLATOR,IRRIGATION UNIT ,4K TELESCOPES	As per Specification attached in ATC sl no 5,6,7,8.The attached specification in ATC will supersede the above mentioned specification
Instruments	As per Specification attached in ATC sl no 9.The attached specification in ATC will supersede the above mentioned specification
Warranty & CMC	Warranty for 5 years followed by CMC for 5 years including Spares &service.
4K UHD IMAGE/VIDEO RECORDING AND DATA ARCHIVING SYSTEM	State of the art user friendly Medical grade system from same OEM of 4K camera system (certified to be used in OT) should be offered with following features must be quoted as Optional in % of the basic price for future processing .The attached specification in ATC will supersede the above mentioned specification

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

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

% of Product Cost Payable on Product Delivery	90%
Min Cost Allocation for ICT as a % of product cost	10%
Number of days allowed for ICT after site readiness communication to seller	30 Days
GST as per RCM	18%
GST Cess 1 as per RCM	1%
Optional RCM	Yes

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	GST Cess 2 as per RCM	Optional RCM
NA	NA	Yes	12%	1%	1 (INR) - Per Unit	Yes

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Khrawkumar Jithod Katrai	793018,P.O. NEIGRIHMS, Mawdiangdiang, Shillong	1	90

Special terms and conditions-Version:1 effective from 03-09-2020 for category High Definition Laparoscopic Surgery System

1. 1. Comprehensive warranty:

Comprehensive warranty shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares,. During the warranty 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. warranty shall not be including the consumables .Further there will be 98% uptime warranty during warranty period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend warranty period by double the downtime period.

2. Service centres:

Details of Service outlets in India to render services for equipment to be furnished to buyer/consignees with complete address ,telephone numbers, e mails etc at time of making the supplies .It shall be the responsibility of seller to ensure that authorized service centres are available to cater to the areas where supplies are made within reasonable distance from where the service calls can be handled .Details of toll free numbers for service call and online registration of service requests also to be provided buyer/consignee at the time of supplies.

3. Source of supply:

It shall be responsibility of seller to provide Documents regarding source of equipments such as copy of Performa invoice or any other documents to establish that the products supplied are manufactured by OEM indicated and sourced from them .

4. Packing and Marking: Medical equipments being very delicate and sensitive packing for the goods should be strong and durable enough to withstand transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. .The size, weights and volumes of the packing cases, remoteness of the final destination of the goods, availability or otherwise of transport and handling facilities at all points during transit up to final destination,. Quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall take in to consideration the type of medical equipments being supplied. The accessories shall be suitably labelled and packed .Each of the package shall be marked on three sides with indelible paint of proper quality: indicating contract number and date , brief description of goods including quantity ,. Packing list reference number , country of origin of goods and any other relevant details.

5. Spare Parts:

Seller shall provide materials, information etc. pertaining to spare parts manufactured and supplied by the OEM . It shall be ensured that the required spares are available for purchase at least for 10 years from date of supplies .In case due to any reasons the production of the spare parts is discontinued sufficient advance notice should be given to the buyer/consignee before such discontinuation to provide adequate time to purchase the required spare parts etc. Further, OEM and their service centres/dealers shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the equipments so that the

same are available.

OEM or reseller shall always accord most favoured client status to the buyer/consignee and shall give the most competitive price for spares and consumables of its machines/equipments supplied

6. Installation, Training, Manuals:

Seller shall be responsible to carry out Installation & commissioning, Supervision and Demonstration of the goods. They shall provide required jigs and tools for assembly, minor civil works for the completion of the installation and Training of Consignee's representatives for operating and maintaining the equipment and Supplying required number of operation & maintenance manual for the goods. In case the category parameters are specifying any requirements regarding the installations , training and manuals the same shall also be applicable.

7. Electrical safety checking:

Sellers are required to make sure that they furnish the list of equipments for carrying out routine and preventive maintenance to buyer/consignee. They should make sure to periodically check the electrical safety aspects as per BIS Safety Standards or equivalent. In case they do not have required equipment for such testing should ensure that the equipments checked for electrical safety compliance through labs with facilities for such checking during every preventive maintenance call.

8. Software:

All software updates should be provided free of cost during warranty period.

Buyer Added Bid Specific Terms and Conditions

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

(A) Scope of work & Document details (Non buy-Back)	
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 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	Prices quoted in price bid BOQ for cost per test will fixed for warranty & CMC period (i.e. 10 years) Cost per test includes all the necessary consumables/disposables/cards /reagents or any other item required for the test .
B	Warranty and Maintenance
1	Warranty for 5 years including battery followed by CMC for 5 years including Spares & service for all the items supplied in this particular tender including third-party items and turnkey works .
2	Mandatory 2 PMs / Year with unlimited breakdown calls has to be attended by the Bidder/manufacturer throughout the warranty & CMC period at site.i.e. NEIGRIHMS, SHILLONG.
3	Duly signed Mandatory PM reports has to be submitted periodically, failing which necessary action will be initiated as per term& condition of the tender.
C	Scope of work
1	The bidder has to mandatorily quote for all the items /stores mentioned in the Technical Specification & Scope of Work ,failing which bid will be treated as" Non-Responsive"
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.

-

-

-

Minimum Reserve Value for buy back of the old system

Sl. No.	Description of Stores Make	Qty.	Minimum Reserve Declared Value
1.	Laposcopic set (M/s Karl Storz)	01 Set	Rs 33297.00.

Note:

- The price offered in the e-price bid /BOQ shall be considered as **inclusive of the buy back value**.
- The buy back value of the system /assets should **also be indicated in the techno-commercial bid as percentage of the offered FOB /Basic Cost** of the system /assets in order to arrive at Book /Reserve value for the record of the Institute.
- The buy back 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 spares 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 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

10. Turnover

OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

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,

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, the local content in the bid shall be

Local content = ((Sale price of "X1" - Value of imported content in "X1") + (Sale price of "X2" - Value of imported content in "X2") + (Sale price of "X3" - 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 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, ATC and Corrigendum if any.

17. Certificates

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

certification or alternate certification as recognized by Government of India

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 the 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 break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

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 spares 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 all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

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:

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- 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 / 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 MAWDIANGDIANG, 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 pledgee. 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 pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

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.

(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 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.

TECHNICAL Specification

TECHNICAL Specification for 4K Laproscopic system with related Instruments & accessories		
TECHNICAL SPECIFICATIONS		
1	4K UHD Medical Grade Monitor Screeen size of 32 inch or more :-1 no	1
	The monitors should have following Specification :-	
a	Facility to be connected to 4K UHD and FHD video source.	
b	Color Space - BT.2020 emulation	
c	Aspect ratio: 16:9 or better	
d	Effective Resolution: 3840 X 2160 Pixels	
e	Inputs: 1 x DP 1.2 , 2XDVI-D ,2 x 3G-SDI / 1X 12G SDI	
f	Outputs: 1 x DVI-D ,2 x 3G-SDI/1X 12GSDI	
2	4K UHD Camera Control Unit (CCU)	1
a	The system should be Digital endoscopic video camera with maximum Resolution of 3840 X 2160 pixels and progressive scan to guarantee genuine 4K.	
b	The system should have facility of 3x Digital Zoom Lens or more	
c	Deleted	
d	System should have facility to offer various visualization modes for surgery and diagnosis by shifting the color spectrum likeNIR/ BLUE & GREEN light for recognition of the finest tissue structures and their differentiation.	

e	The CCU should be complete with all accessories so as to connect 4K UHD , FHD , process and display the signals in their native resolution.	
f	Picture in Picture of visualization modes.	
g	Automatic adjustment of light intensity of light source.	
h	Pixels: 3840 X 2160 <u>Pixels</u>	
i	Video output: 1 Display Port 1.2 ,1 x DVI-D output, 1 x 12G-SDI output, LAN connection, 4 x USB connection	
j	Deleted	
k	Should have compatibility for selecting 4K and Full-HD output	
l	System should be ready to be use with flexible video choledochoscope/ flexible video choledochoscope with chip on tip and necessaey CCU ,Camera Head with adaptor must be included in the offer	
3	4K UHD Camera Head	1
	Pixels: 3840 X 2160 Pixels	
	Microprocessor controlled	
	Lens: Integrated Zoom Lens, f = 18mm	
	Color Space: BT.2020 emulation	
	Must have different Control buttons to control the camera functions/presets from sterile zone (at least one of them freely programmable).	
	The surgen should not feel any heatoutput from the Camera head during long procedures.	
4	<u>Light Source 300W LED with Fiber optic cable -1no</u>	
	Cold Light Fountain LED	
	Lumens: 2000 and above	
	Color Temperature: approximately 6000K	

	Should have touch display which provides an intuitive & user-friendly interface that directly displays relevant data	
	Lamp life of approx. 30,000 hrs (or more)(if xenon light source the bidder will supply equivalent life hours no of xenon bulb along with the light source)	
	4.8 mm Fiber Optic Cable and 300 cm long (2 nos)	
	Certified To: IEC 601-1 & UL 544 CE According to MDD, protection class 1/CF	
5	<u>Endoscopic Trolley (from the same OEM)</u>	1
	Endoscopic Trolley compatible with the above system from the same manufacturer should be provided having the following:	
	Epoxy Coated	
	all necessary electrical connections incorporated in the trolley	
	Must have ergonomically designed space to arrange all the laproscopic systems as well as proper handles for easy movements	
	Good size locable dual castors having controls for straight movement.	
	Must have adequate no of Power points with Switch with safety features	
	Must have a power cord of minimum 3 meter length.	
6	ELECTRONIC INSUFFLATOR	1
	Fully automatic electronically microprocessor controlled gas filling system .	
	Flow rate should be more than 45 litres per minute.	
	Audio visual signals in case of malfunction or excessive pressure.	
	Connectible to CO2 from medical gas pipeline/ cylinders	
	Easily accessible Control keys on front /top panel.	
	Side by side display of actual and preset parameters: flow rate, pressure and gas consumed.	
	Should have feature like pre heating of gas to body temperature.	
	Should have feature easy evacuation of smoke and mist.	

	Memory for retention of previous pressure settings.	
	Should include pin-index connection to small / big gas cylinder with regulator, high pressure hose, mains cord, silicone tubing set-2 nos , universal wrench and gas filter-5 nos	
7	<u>IRRIGATION UNIT</u>	1
	Pump for irrigation and suction.	
	Maximum irrigation pressure 400 mm Hg.	
	Suction pressure 0.75 bar.	
	Control from control panel and / or foot pedal.	
	Overflow protection on suction bottles.	
	Accessories should include silicone tubings-2nos , bacterial filter -5 nos and bottles with cap	
8	<u>4K TELESCOPES</u>	1
	Compatible Telescopes with the 4K system should be quoted with dimensions as below:	
	10mm, 0 Degree 29 cm or more working Length – 1 each	
	10mm, 30 Degree of 29 cm or more working Length – 1 each	
	5mm ,0 Degree of 29 cm or more working Length – 1 each	
	5mm , 30 Degree of 29 cm or more working Length – 1 each	

9	Instruments :	Q u a n t i t y : (n o s)
1	Reusable Veress 10 & 13 cm Pneumoperitoneum Needle :-Spring loaded blunt stylet luer lock length 10 / 15 cm.	3
2	Reusable Trocar : 5 mm :-Multifunctional valve, insufflation stopcock and threaded sleeves, pyramidal tip, length (10.5 cm).	3
3	Reusable Trocar : 10 / 11mm :-Multifunctional valve, insufflation stopcock and threaded sleeves, pyramidal tip, length (10.5 cm).	3
4	Reusable Trocar : 12 mm :-Multifunctional valve, insufflation stopcock and threaded sleeves, pyramidal tip, length (10.5 cm).	3
5	Safety Trocar with Port :-10 mm length approx 10.5 mm.	4
6	Spare Sealing Trocar Caps for Trocar . :-5 - 6 mm.	4
7	Spare Sealing Trocar Caps for Trocar . :-10 - 11 mm.	1 0
8	Reusable Reducer Sleeve . :-10 / 11 mm to 5 / 4 mm.	2
9	Reusable Reducer Sleeve :-12 mm to 6 / 5 mm.	2
10	Suction and Irrigation Cannula . :-Size 5 mm, length 36 cm, used with suction and irrigation handle.	3
11	Grasping Forceps - Toothed 2 x 4 Teeth :-Double action jaws, rotating with connector pin for unipolar coagulation, size 5 mm, length 33 - 36 cm, dismantling facility. With rachet	3
12	Grasping Forceps - Toothed 2 x 3 Teeth . :-Double action jaws, rotating with connector pin for unipolar coagulation, size 5 mm, length 33 - 36 cm, dismantling facility,with rachet	3
13	Maryland Forceps :-Double action jaws , rotating with connector pin for unipolar coagulation, size 5mm, length 33-36cm, dismantling facility.	4
14	Grasping Forceps - Atraumatic . :-Double action jaws, rotating with connector pin for unipolar coagulation, size 5 mm, length 33 - 36 cm, dismantling facility.	2

17	Grasping Forceps - Mixer.:- Double action jaws, rotating with connector pin for unipolar coagulation, size 5 mm, length 33 – 36 cm, dismantling facility.	2
18	Grasping Forceps - Plain Dissection & Grasping.:- Double action jaws, rotating with connector pin for unipolar coagulation, size 5 mm, length 33 – 36 cm, dismantling	3
19	Grasping Forceps - Babcock. Double action jaws, rotating with connector pin for unipolar coagulation, size 5 mm, length 33 – 36 cm, dismantling facility.	3
20	nathalsen Retractor:- 78 mm ,Sand blasted to eliminate light reflection with table attachment for holding retractor	1
22	Hook Scissors.:- Double action jaws, rotating with connector pin for unipolar coagulation, size 5 mm, length 33 – 36 cm, dismantling facility.	3
23	Micro Scissors.:- Single / Double action jaws, size 5 mm, length 33 – 36 cm.	2
25	Rotating Metzenbaum Scissors.:- Double action jaws, rotating with connector pin for unipolar coagulation, size 5 mm, length 33 – 36 cm, dismantling facility.	3
26	Bipolar Coagulating Forceps.:- Size 5 mm, length 33 – 36 cm fenestrated.	2
28	Maryland Bipolar.:- Double action jaws, rotating with connector pin for bipolar coagulation, size 5 mm, length 33 – 36 cm, dismantling facility.	3
29	CO2 Connector.:- Compatible with CO2 “B” type cylinder.	1
30	High Frequency Cord.:- For 5 mm & 10 mm hand instruments with monopolar electrodes, spatula tip.	2
31	High Frequency Cord.:- For 5 mm & 10 mm hand instruments with monopolar electrodes, hook tip.	2
32	Knot Pushers.:- Eye type, length 33 – 36 cm.	2
39	Suction Irrigation Cannula.:- 10mm	2
40	Stone Extractor.:- 10 mm single / double action Jaws.	2
41	Hassan Cone.:- Adaptable to 10 mm trocar.	2
42	Bowel Grasper.:- 10 mm fenestrated, rotatable.	2
43	Blunt Obturator. :- For 11 mm port.	2
44	L - Hook.:- Size 5 mm, length 33 – 36 cm with pin for cautery. Well insulated hook with small un- insulated working part.	6
46	Fascia Closure Instrument.:- Size 2.8 mm, length 17 cm.	3

47	Washers:- For 5 & 10 mm cannula and reducers.	1 0
1 0	Additional terms and Condition	
	All the Imaging Equipments & instruments are from same manufactures /OEM to avoid compatibility issues an to get better service support through out the warranty & CMC	
	Prices of all equipments/Instruments/Consumables/Acessories must be quoted and consider as Rate contract through out the CMC & Warranty period of the tender)	
	Price of all itmes mentioned in the BOQ must be consider for price evaluation	
	<u>11.Standards, Safety and Training</u>	
	1. Should be FDA/CE/UL/ BIS /CDSCO approved product.	
	2. Manufacturer should have ISO certification for quality standards.	
	3 . Comprehensive training for users and support services till familiarity with the system.	
	4 . Electrical safety conforms to standards for electrical safety IEC 60601- 1 (O r equivalent International / National standard) general requirement for Electrical safety of Medical equipment.	
	5.The equipment complies with the requirement of the Medical Device Directive of class I equipment and Electromagnetic compatibility; all supporting documents must be provided.	
	<u>12. Documentation:</u>	
	1. User / Technical / Maintenance manuals to be supplied in English.	
	2 . Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out.	
	3. Cost of spare parts, consumables and accessoriesand not mentioned in the BOQ and which are not covered under warranty & CMC period has to quote in schedule XI as percentage value in the Technical BidList of consumables with price frozen for 10 years , or else will be consider to be cover throughout the warranty & CMC period.	

	4 . Calibration and routine Preventive Maintenance Support as per manufacturer documentation in service / technical manual has to be done throughout the warranty & CMC period.	
	5 . Compliance report to be submitted in a tabulated and point wise manner clearly mentioning the page / Para number of original catalogue / data sheet and the offer details has to submit in the technical bid. Any point, if not substantiated with authenticated catalogue / manual, will not be considered.	
	6 . Certificate of inspection and quality control indicating the S / N for all non-consumable items with date at the time of installation.	
	7.All the technical specifications accepted in the compliance statement must be supported by Original Literature from the firm/O.E.M with Highlighting, Numbering & flagging in the compliance statement.	
13. Environmental factors:		
	1 . Shall meet IEC-60601-1-2:2001 (Or Equivalent BIS) General Requirements of safety for Electromagnetic Compatibility or should comply with 89/366/ECC; EMC-Directive.	
	2. The unit shall be capable of operating continuously in ambient temperature of 30-40 deg C and relative humidity of 15- 90 % .	
	3 . The unit shall be capable of being stored continuously in ambient temperature of 10-40 deg C and relative humidity of 15 - 90 %	
14. Warranty and Maintenance		
	1 . Warranty for 5 years followed by CMC for 5 years including Spares & service.	
	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 .	
O p t i o n a l i t e m	<u>4K UHD IMAGE/VIDEO RECORDING AND DATA ARCHIVING SYSTEM</u>	

	State of the art user friendly Medical grade system from same OEM of 4K camera system (<u>certified to be used in OT</u>) should be offered with following features must be quoted as Optional in % of the basic price for future processing	
	User should have full control of the system from the sterile field via camera head buttons, optional touch screen or optional foot switch.	
	Still images and videos (optional with audio) in 2D or 4K UHD.	
	Internal memory minimum 1 TB (or more)	
	Playback of 2D and 4K UHD content	
	must have a integrated Display size of 10" or more .(approximately)	
	Classification: MDD, CSA.	
	System should incorporate minimum 4 DVID inputs and outputs	

-

.

2. Buyer Added Bid Specific ATC

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

3. 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.

4. Past Project Experience

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

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

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

5. Generic

Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment 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 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.

7.In case the bid has a provision for CMC, the warranty of the product will also be deemed to have been converted into Comprehensive warranty including preventive maintenance and calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, during the Warranty Period also. Sellers are therefore advised to include the cost of Comprehensive Warranty including spares (excluding consumables) also in product Cost.

8.The CMC functionality shall be available in bid only and no direct RA shall be applicable. In case of bid to R/A decrement rules shall be applicable on total price inclusive of CMC charges. Bunching of products shall not be available while creating bids with CMC charges.

8.1.Buyer shall indicate number of years of warranty by selecting different options available in the field depending on warranty parameter applicable in category parameters for the equipment. No. of years of warranty indicated here shall supersede the warranty period indicated elsewhere in bid or product specifications. The Seller while participating in Bid/RA will get fields to indicate CMC charges as percentage depending on number of years of CMC selected by Buyer. The following shall be applicable, if 5 year CMC selected:

CMC charges for 1st year after warranty period- Percentage to be indicated- A1

CMC charges for 2nd year after warranty period- Percentage to be indicated- A2

CMC charges for 3rd year after warranty period - Percentage to be indicated- A3

CMC charges for 4th year after warranty period - Percentage to be indicated- A4

CMC charges for 5th year after warranty period - Percentage to be indicated- A5

Similarly, A6 to A10 are to be indicated for 6th to 10th year of CMC if applicable.

8.2.The calculation of CMC Charges shall take into account the number of years of warranty and duration of CMC as specified while creating bid.

8.3. In the price evaluation, the system shall provide function to calculate the cost of each equipment by formula indicated below including CMC and then show the inter-se-ranking of the bidders. The following are the variables

(i) Number of years for which CMC required.

(ii) Number of years of product warranty

The formula for calculating total cost including CMC charges shall be as under:

Total Cost for evaluation =

$C + C * \{ (A1/100)/(1.10^n) + (A2/100)/(1.10^{n+1}) + (A3/100)/(1.10^{n+2}) + (A4/100)/(1.10^{n+3}) + (A5/100)/(1.10^{n+4}) \}$ and so on

C – Cost for equipment quoted and n shall be number of years of product warranty specified.

If 2 year warranty specified, n shall be 2 and if 5 year warranty specified, n shall be 5. A1, A2, A3, A4 & A5 shall depend on how many years CMC selected. For 3 year CMC, only A1, A2 and A3 factors are to be taken into account and A4 and A5 will not be applicable.

8.4. CMC charges offered for each subsequent year should be same or higher than preceding year.

8.5. The CMC charges shall be offered within range of 3 to 10% of cost of equipment.

9. Since CMC charges are to be paid only later for each year during CMC period, applicable performance guarantee amount after placement of contract shall be based on the cost of equipment excluding the cost of CMC Charges.

10. Performance bank guarantee applicable for CMC is to be submitted at start of the CMC and shall be applicable between 2.5% to 5% as specified in bid on total CMC Charges. The PBG 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.

13. CMC Charges are inclusive of all the charges for Transportation, Lodging, Boarding, all insurances including third party insurance and all other incidental charges. The same shall include GST. The prices also include cost of spares and damaged parts. Purchaser does not have any liability, whatsoever, over and above the cost of 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 will be eligible to bid in this tender 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 would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---