



Bid Number/बोली क्रमांक (बिड संख्या)[:] GEM/2023/B/4096473 Dated/दिनांक : 17-10-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण				
Bid End Date/Time/बिड बंद होने की तारीख/समय	08-11-2023 18:00:00			
Bid Opening Date/Time/बिड खुलने की तारीख/समय	08-11-2023 18:30:00			
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	30 (Days)			
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Health And Family Welfare			
Department Name/विभाग का नाम	Department Of Health And Family Welfare			
Organisation Name/संगठन का नाम	North Eastern Indira Gandhi Regional Institute Of Health And Medical Sciences (neigrihms)			
Office Name/कार्यालय का नाम	Neigrihms, Shillong			
Total Quantity/कुल मात्र	4			
ltem Category/मद केटेगरी	Embalming Machine (Q3) , HEIGHT ADJUSTABLE AUTOPSY TABLE (Q3) , AUTOPSY SAW WITH DUST COLLECTOR (Q3)			
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	24 Lakh (s)			
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	24 Lakh (s)			
Years of Past Experience Required for same/similar service/उर्न्ही/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)			
MSE Exemption for Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes			
Startup Exemption for Turnover/ टर्नओवर के लिए स्टार्टअप को छ्ट प्राप्त है	Yes			

Bid Details/बिड विवरण				
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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/विगत प्रदर्शन	30 %			
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Νο			
Comprehensive Maintenance Charges Required	Yes			
Type of Bid/बिड का प्रकार	Two Packet Bid			
Primary product category	HEIGHT ADJUSTABLE AUTOPSY TABLE			
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days			
Inspection Required (By Empanelled Inspection Authority / Agencies pre- registered with GeM)	No			
Estimated Bid Value/अनुमानित बिड मूल्य	7700000			
Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/			

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	Bank Of Baroda
Schedule 1 EMD Amount/ईएमडी राशि (In INR)	22000
Schedule 2 EMD Amount/ईएमडी राशि (In INR)	88000
Schedule 3 EMD Amount/ईएमडी राशि (In INR)	22000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	Bank Of Baroda
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए बिनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

(c). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

DD(A), 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/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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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" 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.

 If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their 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.
 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.
 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):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. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

<u>OM No.1 4 2021 PPD_dated_18.05.2023</u> for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

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. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023

OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. 8. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer 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 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.

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
20-10-2023 17:00:00	Through representation window in GeM

Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

	Evaluatio	n Schedules	Estimated Value	Item/Cate	egory		Quantity
	Schedule 1	L	1100000	Embalming	g Machine		1
	Schedule 2	2	4400000	Height Adj	ustable Autopsy 7	Гаble	1
	Schedule 3	3	2200000	Autopsy Sa	aw With Dust Coll	ector	2
((Minimum respective Fechnical S Buyer Spec	ng Machine (1 g 50% and 25% Loca ly/क्रमशः श्रेणी 1 और श्रेण Specifications/तकनी cification (क्रेता विशिष्टि दस्तावेज़	l Content require 11 2 के स्थानीय आपूर्तिव				cal Supplier
		ensive Maintenanc	e				
		of required product nsive Maintenance D	uration (Post	5 Year			
	Warranty)			5 Year			
	specfication Consignee	s/Reporting Office	·/परेषिती/रिपोर्टिंग अधि	ोकारी and/ तथा Qu	uantity/मात्रा		
	S.No./क्र. सं.	Consignee Reporting/Officer परेषिती/रिपोर्टिंग अधिकारी		ess/पता	Quantity/मात्रा		ays/डिलीवरी के देन
	1	Khrawkupar Jithod Katrai		793018,P.O. NEIGRIHMS, Mawdiangdiang, Shillong		90	
((Minimum respective	NDJUSTABLE AUT 50% and 25% Loca ly/क्रमशः श्रेणी 1 और श्रेण Specifications/तकनी	l Content require 11 2 के स्थानीय आपूर्तिव	ed for qualifyin			cal Supplier

Compreh	ensive Maintenance				
Warranty of required product			5 Year		
Comprehensive Maintenance Duration (Post Warranty)		5 Year	5 Year		
specfication					displayed under the catalog
S.No./क्र. सं.	प्रोक्त ग्रिकोट प्रता Address/पता Quantity/मात्र Conversed				Delivery Days/डिलीवरी के दिन
1	Khrawkupar Jithod Katrai	793018,P.O. NE Mawdiangdiang		1	90
(Minimum respective Technical	AUTOPSY SAW WITH DUST COLLECTOR (2 pieces) (Minimum 50% and 25% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक) Technical Specifications/तकनीकी विशिष्टियाँ				
Buyer Spe Document	cification /क्रेता विशिष्टि दस्तावेज़	<u>Download</u>			
Compreh	ensive Maintenance				
-			5 Year		
Warranty of required product Comprehensive Maintenance Duration (Post Warranty)		5 Year			
Warranty) *Warranty displayed under the AMC/CMC Details section will supersede the warranty displayed under the catalog specfication Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा					

No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/ਧਰਾ	Quantity/मात्रा	Delivery Days/डिलीवरी दिन
	Khrawkupar Jithod Katrai	793018,P.O. NEIGRIHMS, Mawdiangdiang, Shillong	2	90
L. Buye Buye	Added Bid Specific er Added Bid Specific er Added text based ATC no:- NEIGR/S&P/F-01	C clauses –	onditions/क्रेता	द्वारा जोड़ी गई बिड की विशेष
	document as spe	ument details cory documents must be cified, failing which bid		
1	Cost of spares, constanty and CMC peri	Non-Responsive" Cost of spares, consumables and accessories not covered under war ranty and CMC period shall be offered as percentage value of the sy stem/Unit in the Technical Bid Additional Doc1 (Requested in AT C)"		
2	Documents with regard to Details compliance statement to be attac hed At "Additional Doc 2(Requested in ATC)"			
3	Documents with regard to Original Literature, Product catalogue ,Te chnical datasheet from the firm/O.E.M with Highlighting as per the t echnical specification must attach At "Additional Doc 3(Request ed 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	VAC etc ,	ng of all equipment/turnkey/el the " Financial Document "		
	Any Detail price bid/Component wise pricing should not be attached in t he technical bid ,failing which bid will be consider as "Techno Commerci ally Non Responsive "			

В	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 work s .
2	Mandatory 2 PMs / Year with unlimited breakdown calls has to be att ended 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 periodical ly, falling which necessary action
	will be initiated as per term& condition of the tender.
3	E-bidder have to adhere to Government of India, Ministry of Finance, PPD division Public procurement order OM F.No.6/18/2019-PPD date d 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 tim e to time , failing which the bids shall be treated as non-responsive.

SI. N o.	Description of Stores Make	Qty.	Minimum Reserve Decla red Value
1.	Autopsy saw -1 no & Autopsy Workstation - 1no ordered vide NEIGR/S7P/OT-200/2010- 11 dated 14/10/2010	2 no(1+1)	Rs 85,336
	 Note: The price offered in the e-price bid /BOC <u>he buyback value</u>. The buyback value of the system /asset <u>TC-1 & financial Document as percenst</u> of the system /assets in order to arrive of the Institute. The buyback value should essentially collue. The Institute reserve the <u>right to trade</u> hines offered while purchasing a new one 	ts should <u>also</u> ntage of the e at Book /Res over the Minim e or not to tra	be indicated in the A offered FOB /Basic Co erve value for the record num Reserve Declared Va

Test throughput of the system should be minimum 150/ hours for PT and minimum 110 test / hour for PT/APTT simultaneously with Continuous sample loading facility not in batch wise ,Must have f acility for keeping at least

40 reagents on board. Overall Throughput should be Minimum 140 PT tests/ Hr.

B.Buyer Added Bid Specific Terms and Conditions

1. Generic

End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, s ame 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 regul arly, 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 rel evant contracts to be submitted along with bid in support of having supplied some quantity duri ng each of the year. In case of bunch bids, the primary product having highest value should me et 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 installatio n and commissioning of the goods supplied. Besides standard accessories as per normal industry p ractice, following accessories must be part of supply and cost should be included in bid price: All t he items and accessories as per Technical Specification.

7. Generic

The Buyer has an existing set up / inventory of similar products. The offered / supplied product mu st be compatible with existing system. The bidder has to ensure Compatibility of the supplied item s or shall have to include in the supply the necessary hardware / software to make them compatible e at no extra cost to the buyer. The details of items with which compatibility is required are as und er: all the spares Including UPS, PC, battery, Printer, Probes & upgradation of System Software & t hird party Software

8. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissio ning 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 t he last three years, ending on 31st March of the previous financial year, should be as indicated i n the bid document. Documentary evidence in the form of certified Audited Balance Sheets of re levant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the tu rnover details for the relevant period shall be uploaded with the bid. In case the date of constitut ion / incorporation of the bidder is less than 3 year old, the average turnover in respect of the co mpleted 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 offere d product during the last three years, ending on 31st March of the previous financial year, shoul d be as indicated in the bid document. Documentary evidence in the form of certified Audited Bal ance 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 re spect of the completed financial years after the date of constitution shall be taken into account f or 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 ha ve a registered office in India to provide after sales service support in India. The certificate to thi s 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 fro m 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 si ngle bidder?

Answer: In case of bids requiring supply of multiple items (say "X1", "X2" and "X3") by a si ngle 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 i n "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 o n-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 Fre e 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 soug ht 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 n 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 Sp ecification given in the bid document.

20. Certificates

To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Report s on the date of bid opening (to be uploaded with bid): All the quality & electrical safety certificate s .

21. Warranty

Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide Co mprehensive Maintenance Service for next 5 years for the offered products at the rate not mor e 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 a nd the payment for the CMC charges would be made Biannually after rendering of the CMC Ser vices of the relevant CMC period. Performance Security of the successful bidder shall be forfeite d if it fails to accept the CMC contract when called upon by the buyer. CMC would include cost o f 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 goo ds 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, Com missioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the af ter 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 ha ve to provide Comprehensive Warranty during the entire Standard warranty period as per contrac t. : The comprehensive warranty shall be covering the following scope all the spares Including UP S, 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 com pliance. 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 person als / engineers are designated / deployed for attending to the Service Request in a time bound ma nner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Ser vice 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 defi ned 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). Cumul ative 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 t he Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / re ctification to the Buyer.

26. Past Project Experience

For fulfilling the experience criteria any one of the following documents may be considered as val id proof for meeting the experience criteria: a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that su pplies 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 no te, etc.

27. Past Project Experience

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

- (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 Order s should be uploaded with bid. In case of bunch bids, the Category related to primary product h aving 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 EM D SECURITY DEPOSITS payable at MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA . Bidder h as to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardco py 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 na me of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdr awn 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 s canned 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 DE POSITS payable at MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA. Bidder has to upload scan ned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer wit hin 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 Benef iciary name NEIGRIHMS EMD SECURITY DEPOSITS Account No. 30270200000027 IFSC Code BA RB0MAWDIA Bank Name BANK OF BARODA Branch address MAWDIANGDIANG, SHILLONG-7930 18, MEGHALAYA . Bidder to indicate bid number and name of bidding entity in the transaction d etails field at the time of on- line transfer. Bidder has to upload scanned copy / proof of the Onli ne 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 Dra ft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of NEIGRIHM S 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 tha t the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For releas e of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endor sement on the back of the FDR duly signed and stamped along with covering letter. Successful Bi dder 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 RT GS / 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 / pr oof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

29. RELATIONSHIP CERTIFICATE in Bidder,s letter Head with detail Declaration must be submiited in

the following format

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"It is certified that I/We, the undersigned, do(With Detail name & details)/do not have relationship

with any of the employees working at NEIGRIHMS . The above statement is true and is submitted a

gainst the Gem Tender Enquiry No. ______Dated ______,

Date: _____

(Signature) Name of the Company/Firm Seal

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

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

- Comprehensive Annual Maintenance Contract must include Labour, spares & Preventiv e Maintenance of all the excluding of battery, Accessories/Consumables
 The terms and conditions of the tender and the agreement executed will be binding on
- 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 & conditio ns of NEIGRIHMS /Government of India and in the manner specified herein shall operate t o create a specific contract between the vendor/contractor (with whom the contract refer red 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/ specif

ication the repair will not be acceptable. After repairs, a certificate to the effect that t

he equipment is in working order and safe for patient care and non-hazardous for the h

andler shall be submitted by the CMC holder.

- **5.** Tenderer/Vendors/contractor is responsible to provide electrical and patient safety certi ficate 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 servic e /breakdown calls.
- **8.** Same /Similar Standby system must be provided by the bidder if the system needs to s end to workshop for any major repair.
- **9.** Receipt of this offer may be acknowledged and a copy duly signed/stamped by the auth orized signatory should be submitted before finalization of the agreement.
- **10.** The Performance security shall be denominated in any one of the forms namely Accoun t Payee Demand Draft or Fixed Deposit Receipt drawn from any nationalized bank in Indi a or Bank Guarantee issued by a nationalized bank in India, pledge in favor of Deputy Dir ector, 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 a

ny 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 (da ys) 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 i

nitiate shall initiate stern action, as deemed fit.

- **13.** During Comprehensive Maintenance Contract period, the supplier shall visit at each con signee's site for preventive maintenance including testing and calibration as per the man ufacturer'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 comm encing from the date of the successful completion of warranty period for preventive main tenance of the goods.
- **14.** Processing of bill may be considered on yearly basis with satisfactory report from the u ser department. The AMC/CMC bills should be certified by the concerned Head of the Dep artment/ In- Charge , BME and the respective DMS/MS.
- Software updates should be provided free of cost during CMC. The first service call by t 15. he 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 t
- he 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 fro m the issue of the letter of award/supply order, failing which EMD/security deposit may be forfeited or Contract declared null and void.

2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby 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(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process.
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, 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.

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 includingCMC 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 be2 and if 5 year warranty specified, n shall be 5. A1,A2, A3, A4& A5shall depend on how many years CMC selected. For3 yearCMC, only A1,A2 and A3 factors are to be taken into account and A4 and A5 will not be applicable.

8.4.CMC charges offered for each subsequent year should be same or higher than preceding year. 8.5.The CMC charges shall be offered within range of 3 to 10% of cost of equipment.

9.Since CMC charges are to be paid only later for each year during CMC period, applicable performance

guarantee amount after placement of contract shall be based on the cost of equipment excluding the cost of CMC Charges.

10.Performance bank guarantee applicable for CMC is to be submitted at start of the CMC and shall be applicable between 2.5% to 10% as specified in bid on total CMC Charges.The PBG submitted after award of contract shall be released only after new PBG for the CMC period is submitted and accepted by buyer/consignee after due verification.Bank guarantee for CMC is to remain valid till completion of CMC period plus one year. The bank guarantee for CMC shall be submitted to buyer directly. In case, seller fails to submit the PBG or does not provide services for the CMC contract after expiry of warranty period then PBG of equipment shall be forfeited. 11.In case of splitting of order quantity, equipment cost and CMC charges offered by L1 bidder shall be matched by higher quoting eligible bidders on one-to-one basis.The equipment cost and CMC charges (year to year) shall be matched individually.

12.The CMC Contract shall be an offline contract to be handled by buyer.The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user and scope of CMC will be as per para 1 above.

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/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है

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./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश को बिडर हम वाता ते देश के बिडर से खरीद वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---