



Bid Number/बोली क्रमांक (बिड संख्या)[:] GEM/2023/B/4329020 Dated/दिनांक : 12-12-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	02-01-2024 12:00:00	
Bid Opening Date/Time/बिड खुलने की तारीख/समय	02-01-2024 12:30:00	
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	1	
ltem Category/मद केटेगरी	Neonatal Ventilator (Q3)	
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	7 Lakh (s)	
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	7 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 D	etails/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	No
Type of Bid/बिड का प्रकार	Two Packet Bid
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	2100000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	Bank Of Baroda	
EMD Amount/ईएमडी राशि	42000	

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). 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

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.

2. 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.
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. 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.

7. 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	
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Neonatal Ventilator (1 pieces)

Technical Specifications/तकनीकी विशिष्टियाँ

* As per GeM Category Specification/जेम केटेगरी विशिष्टि के अनुसार

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Performance	Patient Type	Neonatal
Parameters	Tidal Volume Range In ml	2-300
	Trigger Sensitivity Mechanism	Flow
	Flow Pattern/Waveform Adjustment	Yes
	IE Ratio range	1:1 to 4:1
	Sigh Breath Function	Yes
	Leak Compensation Available	Yes
	Auto 100% increase O2 Button	Yes
	Inspiratory Pause Available	Yes
	Expiratory Hold Available	No
	Suction Control Option Available	Yes
	Nasal CPAP Option Available	Yes
	Auto PEEP Manoeuvre	Yes
	Control Panel Lock	Yes
	Facility for double lung ventilation	Yes
Ventilation Modes	CMV (Controlled Mandatory Ventilation)	Yes
	Assisted/Controlled Ventilation	Yes
	PSV(Pressure supported ventilation)	Yes
	SIMV(Synchronized Intermittent Mandatory Ventilation)	Yes
	CPAP(Continuous Positive Airway Pressure Ventilation)	Yes

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य	
	Pressure Controlled 3 Selectable inspiratory pressure	Rectangle	
	P-CMV(Inspiration pressure control)	Yes	
	P-CMV With Expiratory Minimal volume	Yes	
	P-CMV with minimum pressure	Yes	
	SIMV(Synchronized intermittent Mandatory Ventilation) with PCMV	Yes	
	ITT - Inspiratory Time Termination	Νο	
	CPAP:Continuos Positive Airway pressure Ventilation CPAP With backup Ventilation	Yes	
	P-CMV with Exp Volume control Available	Yes	
	High Frequency Oscillation Ventilator(HFOV)	Yes	
High Frequency	Frequency	5-20	
Oscillations	Amplitude	> 90	
PATIENT ASSESSMENT TOOLS	Maximum Waveform Displayed	3	
	Maximum Trending Time	?72	
	Lung recruitment tools(PV loops)	No	
	Stress Index	No	
	Lung Mechanics Visualization Tool	Νο	
	Capnography/Co2 Monitoring	No	
	Volume Guarantee	Yes	
	APRV	Yes, No	
	Oxygen Therapy	Yes	
	Esophageal/Transpulmonary pressure Monitoring	Νο	
INTEGRATED	Integrated Nebulizer	Yes	
CAPABILITIES	ETCO2 Inbuilt available	No	

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य	
	Heliox Compatibility	No	
	Humidifier	Yes	
Monitored or Displayed	Peak Inspiratory Pressure Monitored	Yes	
	Mean Airway Pressure	Yes	
	PEEP Pressure	Yes	
	Tidal Volume	Yes	
	Minute Volume	Yes	
	Spontaneous Minute Volume	Yes	
	FiO2 Monitored	Yes	
	Display Respiratory rate	Yes	
	Display Inspiratory Time	Yes	
	Display Expiratory Time	Yes	
	Display I:E Ratio	Yes	
Alarms	Low/High Fio2 Alarm	Yes	
	Low Minute Volume Alarms	Yes	
	High Minute Volume	Yes	
	Low Inspiratory Pressure Alarm	Yes	
	High Pressure Alarm	Yes	
	Loss of PEEP Alarm	Yes	
	Apnea	Yes	
	Continuous High pressure/Occlusion Alarm	Yes	
	Inverse I:E Ratio Alarm	Yes	
	High Respiratory Rate Alarm	Yes	
	High PEEP Alarm	Yes	
	Breathing Circuit Disconnect Alarm	Yes	
	Gas Supply Failure Alarm	Yes	
	Power Failure Alarm	Yes	
	Low Battery Alarm	Yes	
Humdifier	Disposable Neonatal breathing circuit	50	

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Water trap in expiratory limb available	Yes
	Auto Feed Humidification chamber Available	Yes
Additional	Output Ports Type	RS-232
Parameters	Remote Alarm Display Port	Yes
	Reporting (Vent alarms and Patient Status)	Yes
	View Reports on Display	Yes
	Save Data to USB	Yes
	Send Data Via Network	Yes
	Display Type	Dimmable color Capacitive touchscreen,TFT
	Display Size in Inches	? 10
	Can be used For Patient Transport	Νο
	In Built Air Compressor/Turbine	Νο
Accessories	Number of nenontal Reusable silicon breathing circuits	1
	Non-invasive masks	Yes
	Type of Flow Sensor	Reuasble
	No of Disposable flow sensor	NA if Reusable
	Trolley with ventillator with supporting arm from same manufacturer	Yes
	Autoclavable exhalation valve/expiratory cassette	2
	Test Lung Available	Yes
Power Requirements	Type of battery	Lithium-ion ,
	Operating time of battery in min	60
Miscellaneous Parameters	Warranty (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)	5

Additional Specification Parameters - Neonatal Ventilator (1 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values) APRV,High flow o2 therapy ,High frequency oscillatory mode	
Modes and feature to be included		
Accessories & Consumables must be supplied along with system	Nasal CPAP disposal kit-10nos.Servo controlled Humudifier ,Neonatal flow sensor insert (5x)-2 packets, Neonatal flow sensor, Y-piece/ISO-2nos, Nebulizer unit with filler cap-1 no, Flow Sensor(Reusable)-2nos, Reusable Heated Circuit full set (Neonate) -10 nos,Test lung-1 nos, Support arm - 1no,Nasal Canual -5nos.HFOV circuit-5 pcs ,Oxygen sensor must be covered under warranty and CMC ,Air & Oxygen Hose with adopter	
Warranty & CMC	5 years warranty & 5 years CMC	

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

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Khrawkupar Jithod Katrai	793018,P.O. NEIGRIHMS, Mawdiangdiang, Shillong	1	90

Buyback Detail

Item Name	Neonatal ventilator
Item Description	Proceesed vide NEIGR-S7P/OT-500/2012-13,dated 20/111/12
Serial No.	ASDM - 0112
Model	babylog 8000+
Brand	Draeger
Year of Manufacturing	2012
Purchase On	2012-12-20
Age	
Size	n
Rating	
Quantity	1
Unit	no

Remark	Minimum Reserve Declared Value Rs.109076.63 Note: The price offered in the e-price bid /BOQ shall be considered as inclusive of the buyback value. The buyback value should essentially cover the Minimum Reserve Declared Value.	
Uploaded Image	View Uploaded Image	
Disclaimer/अस्वीकरण The vendor will be responsible for the un-installation of Buyback items.		

Special terms and conditions-Version:2 effective from 11-11-2022 for category Neonatal Ventilator

1.

- 1. All Provisions of Drugs and Cosmetics Act, 1940 and Rules made there under as amended till date will always be applicable. This will include all notifications issued by *Central Drugs Standard Control Organisation*(*CDSCO*), Ministry of Health & Family Welfare (MoHFW) and Department of Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers time to time in this regard.
- 2. The sellers are registered on GeM based on self-declaration of valid Drug License, product certification, test reports etc. However, buyers must check and validate the details at their end for all applicable licenses and certifications e.g., validity and authenticity/genuineness of drug license, product certification, manufacturer certification/licenses, test reports etc.
- 3. The price offered by the seller shall not, in any case exceed the DPCO controlled price, if any, fixed by the Central/State Government, the Maximum Retail Price (MRP) and the selling price. The seller must reduce the prices if there is any reduction in DPCO ceiling price, if any.
- 4. 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.
- 5. **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.

- 6. **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.
- 7. Packing and Marking: Medical equipments being very delicate and sensitive packing for the goods should be strong and durable enough to withstand transit including transhipment (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 into 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.
- 8. **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.

- 9. 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.
- 10. **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.
- 11. **Software:** All software updates should be provided free of cost during warranty period.
- 12. Any other Terms and Conditions which is not included or at variance with the conditions specified in STC/GTC, may be added by the buyer through

Additional Terms and Conditions in the bid to ensure items are procured from authentic/validated source with appropriate and applicable quality. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede specific STC which shall supersede General Terms and Conditions ("GTC"), whenever there are any conflicting provisions.

Buyer Added Bid Specific Terms and Conditions/केत बाग

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जोड़ी गई बिड की विशेष शर्तें

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Buyer Added text based ATC clauses

File No:-NEIGR/S&P/ P-01 /2023-24/Pt-I

vide IPC No. C-12/69th PC

Scope of work & Document details				
A	Following mandatory documents must be attached in the bio document as specified, failing which bid will be treated as" Non-Responsive"			
1	Cost of spares, consumables and accessories not covered under war ranty and CMC period shall be offered as which must be valid throug hout the warranty & CMC period & must be submitted in the "Financi al Document", .Not in technical Bid			
2	Documents with regard to Details compliance statement to be attac hed At " Additional Doc			
3	2(Requested in ATC) " 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) "			

Component wise pricing of all equipment/turnkey/electrical/accessories/ re agents/consumables etc ,				
must be submitted in the "Financial Document" .Not in technical Bid for future reference /to process for any additional item required d uring installation as per the site qty beyond the BOQ 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 "				
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 .				
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.				
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.				
E-bidder have to adhere to Government of India, Ministry of Fi PPD division Public procurement order OM F.No.6/18/2019-PP d 23rd july,2020 inserting Rule 144(Xi)in GFR 2017 ,No 1 23/7/2020 and subsequent Orders No 2 & 3 or as amended fro e to time , failing which the bids shall be treated as non-respon				

SI. N o.	Description of Stores Make	Qty.	Minimum Reserve Decla red Value		
1.	Neonatal Ventilator with HFOV(DRAEGER B aby log))T-500/2012-13,dated 20/11/12	l nos	Rs 1,09,076.62		
	 Note: The price offered in the e-price bid /BOQ shall be considered as inclusive of t he buyback value. The buyback value of the system /assets should also be indicated in the A TC-1 & financial Document as percentage of the offered FOB /Basic Co st of the system /assets in order to arrive at Book /Reserve value for the record of the Institute. The buyback value should essentially cover the Minimum Reserve Declared Va lue. The Institute reserve the right to trade or not to trade the old existing mac hines offered while purchasing a new one. 				

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B.Buyer Added Bid Specific Terms and Conditions

1. Generic

End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, sam e 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 regularl y, manufactured and supplied same or similar Category Products to any Central / State Govt Organ ization / PSU / Public Listed Company for 3 years before the bid opening date. Copies of relevant co ntracts 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 criterio n.

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) i s 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, a ddress, 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 a nd commissioning of the goods supplied. Besides standard accessories as per normal industry practic e, following accessories must be part of supply and cost should be included in bid price: All the item s 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 s hall 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 So ftware

8. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissionin g 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 p eriods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover det ails for the relevant period shall be uploaded with the bid. In case the date of constitution / incorpor ation of the bidder is less than 3 year old, the average turnover in respect of the completed financi al 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 Sh eets 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 com pleted financial years after the date of constitution shall be taken into account for this criteria. In c ase of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value sh ould 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 effe ct should be submitted.

12. Purchase Preference (Centre)

As per DPIIT notification at the time of e-tender , bidding or solicitation the bids shall be requi red to indicate percentage of local content and provide self-certification (by Director/ Compa ny Secretary) and also give details of the location/s at which value addition is made". Since th e 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 sing le bidder?

Answer: In case of bids requiring supply of multiple items (say "X1", "X2" and "X3") by a sing le 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 ea ch 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 su bmission 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 Nu mbers 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 o r 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 Bu yer'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, ty pe test certificate, approval certificates and other certificates as prescribed in the Product Specific ation given in the bid document.

20. Certificates

To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports o n 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 Compr ehensive 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 pay ment for the CMC charges would be made Biannually after rendering of the CMC Services of the rel evant CMC period. Performance Security of the successful bidder shall be forfeited if it fails to acce pt the CMC contract when called upon by the buyer. CMC would include cost of all the spares Inclu ding UPS, PC, battery, Printer, Probes & upgradation of System Software & third party Software (U pload the undertaking). The original Performance Security of contract will be returned only after s ubmission 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 suppl y), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the ti me 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, T raining, Troubleshooting and Maintenance Service group in INDIA for attending the after sales servic e. 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. : Th e comprehensive warranty shall be covering the following scope all the spares Including UPS, PC, bat tery ,Printer ,Probes & upgradation of System Software & third party Software (Upload an undertakin g with the bid confirming compliance by the bidder if Bidder is taking onus of this compliance. In cas e OEM is taking onus of this compliance, OEM undertaking is to be uploaded along with Bidder under taking)

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 de fects / service requirement during warranty period, Seller has to complete the required Service / Rect ification within 3 days' time limit. If the Seller fails to complete service / rectification with defined tim e limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of del ay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a ri ght to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty ca nnot exceed more than 10% of the total contract value after which the Buyer shall have the right to g et the service / rectification done from alternate sources at the risk and cost of the Seller besides forf eiture 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 suppl ies 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 i nstallation / 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 havin g 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 S ECURITY 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 th e 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 nam e 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 r eleased 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 Bi d 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 DEPO SITS payable at MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA. Bidder has to upload scanned c opy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within withi n 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 Benefici ary name NEIGRIHMS EMD SECURITY DEPOSITS Account No. 30270200000027 IFSC Code BARBOM AWDIA Bank Name BANK OF BARODA Branch address MAWDIANGDIANG, SHILLONG-793018, MEG HALAYA . 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 T ransfer 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 EM D 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.

Forms of EMD and PBG 33.

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

Forms of EMD and PBG 34.

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 BA RB0MAWDIA Bank Name BANK OF BARODA Branch address MAWDIANGDIANG, SHILLONG-793018, M EGHALAYA. Successful Bidder to indicate Contract number and name of Seller entity in the transacti on details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

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

the following format

12/17

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

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

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 specifically i n addition to the Rules and the Regulation as applicable to such provide services in the Government of India.

- Comprehensive Annual Maintenance Contract must include Labour, spares & Preventive M 1.
- aintenance of all the excluding of battery, Accessories/Consumables The terms and conditions of the tender and the agreement executed will be binding on th 2. e 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 creat e a specific contract between the vendor/contractor (with whom the contract referred to) on one part and NEIGRIHMS, Shillong, on the other part.
- The required spares to be replace must be genuine and certified from the OEM. 3.

Repairs to be undertaken should be within specified configuration and maintaining t 4.

he integration on internal circuit of equipment, any deviation on configuration/ specifica

tion the repair will not be acceptable. After repairs, a certificate to the effect that the eq

uipment is in working order and safe for patient care and non-hazardous for the handler

shall be submitted by the CMC holder.

- Tenderer/Vendors/contractor is responsible to provide electrical and patient safety certific 5. ate 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 re port 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 sen d to workshop for any major repair.
- 9. Receipt of this offer may be acknowledged and a copy duly signed/stamped by the authori zed signatory should be submitted before finalization of the agreement.
- 10. The Performance security shall be denominated in any one of the forms namely Account P ayee Demand Draft or Fixed Deposit Receipt drawn from any nationalized bank in India or B ank Guarantee issued by a nationalized bank in India, pledge in favor of Deputy Director, N EIGRIHMS, 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 bey ond CMC period.

11. It may also be noted that there should be no negligence in providing services of an

y type, if any, complaint is received the contract will be terminated with immediate effe

ct.

- 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 init iate stern action, as deemed fit.
- **13.** During Comprehensive Maintenance Contract period, the supplier shall visit at each consi gnee's site for preventive maintenance including testing and calibration as per the manufac turer's service/ technical/ operational manual. The supplier shall visit each consignee site a s recommended in the manufacturer's manual, but at least once in 6 months commencing f rom the date of the successful completion of warranty period for preventive maintenance o f 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 Departme nt/ 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 fo rfeited or Contract declared null and void.
- 19. Triparted Agreement in-between NEIGRIHMS, Bidder(If OEM authorized bidder) and OEM should be submitted in the judicial stamp paper with in 21 days of awarding with regard t o provision of services through the warranty & CMC period .

2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document <u>Click here to view the file</u>.

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.
- 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.

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 का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब 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 होगा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कान्ट्रन के अनुसार आगे की कान्ट्रनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---