



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2023,  
Dated/दिनांक :

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	04-02-2023 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	04-02-2023 14:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (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 & Medical Sciences (neigrihms)
Office Name/कार्यालय का नाम	Neigrihms, Shillong
Total Quantity/कुल मात्रा	8
Item Category/मद केटेगरी	High Flow Nasal Oxygen Therapy Unit (Q3)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	5 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	5 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,Cer (Requested in ATC),OEM Authorization Certificate,OEM An Turnover,Additional Doc 1 (Requested in ATC),Additional I (Requested in ATC),Compliance of BoQ specification and s document *In case any bidder is seeking exemption from Experience Turnover Criteria, the supporting documents to prove his for exemption must be uploaded for evaluation by the buy
Past Performance/विगत प्रदर्शन	30 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No

**Bid Details/बिड विवरण**

<b>Comprehensive Maintenance Charges Required</b>	Yes
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	7 Days
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	Bank Of Baroda
EMD Amount/ईएमडी राशि	30000

**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank	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 as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिड के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए 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 लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

Stores and Procurement Officer  
Neigrihms, Shillong, Department of Health and Family Welfare, North Eastern Indira Gandhi Regional Institute of Health Medical Sciences (NEIGRIHMS), Ministry of Health and Family Welfare  
(Harendra Dey)

**Splitting/विभाजन**

Bid splitting not applied.

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता

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.
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. If the 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 their reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Government Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity of 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 per 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 be met by 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 value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is less than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than 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. In case Buyer has Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
7. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. In case of Service bid, 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 quote within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller (s) shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total bid value.
8. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative or 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.

**Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :**

List of compulsory consumables /spares/accessories - [1673956071.xlsx](#)

### Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
25-01-2023 16:00:00	NEIGRIHMS, Shillong /Online Mode

### High Flow Nasal Oxygen Therapy Unit ( 8 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)

Brand Type/ब्रांड का प्रकार	Registered Brand
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### 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 (Allot Values)/अनुमत मूल्य
PRODUCT INFORMATION	Delivery range of oxygen concentration (FiO2)	21% to 100 % Or higher
CONSUMABLES	<b>Consumables provided</b>	Breathing circuit (Adult), Breathing circuit (Pediatric), Humidification chamber, Adult nasal cannula, Pediatric nasal cannula, Air filters
WARRANTY	<b>Warranty in Years (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)</b>	5 Or higher
ADDITIONAL REQUIREMENTS	<b>Additional requirement</b>	NA, Able to Generate Oxygen Pressure of 50 to 55

Comprehensive Maintenance	
Warranty of required product	5 Year
Comprehensive Maintenance Duration (Post Warranty)	5 Year

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

### Additional Specification Parameters - High Flow Nasal Oxygen Therapy Unit ( 8 pieces )

Specification Parameter Name	Bid Requirement (Allowed Values)
Humidified High Flow Nasal Cannula Machine	1. Suitable for treatment of Hypoxemic patients with respiratory distress 2. It should be complaint for use on patients in ICU 3. It should be single system for treatment of infants, paediatric and adult patients 4. Inbuilt flow generator capable of delivering wide range of flow: 2-25 litres in paediatric mode and 10- 60 litres in adult mode
Humidified High Flow Nasal Cannula Machine	5. Inbuilt Air /o2 blending and Fio 2 monitoring , facility to deliver wide range concentration (Fio2) from 21 to 100% 6. It should have inbuilt Air source with facility for external compressor 7. Integrated heated humidifier 8. Color display to monitor flow, humidity setting, flow Fio2 and faults
Humidified High Flow Nasal Cannula Machine	9. Must have visual and audible alarm indicator 10. Disinfection mode with heating facility and disinfection tube for sterilization of the device after patient use 11. Rate of oxygen flow for wire patient breathing tube and the rate of one nasal cannula of infant paediatric and adult should be offered separately 12. Paediatric nasal cannula should be made of kink proof material and has adhesive wiggle pads to stick on skin to facilitate kangaroo care
Humidified High Flow Nasal Cannula Machine	13. It should be compatible for use on tracheotomy patients 14. Should have certificate from a competent authority CE issued by notified body registered with European commission/ FDA(US)/STQC CB certificate or valid detailed electric functional safety test report from ERTL 15. Warranty need not be provided for accessories and prongs.

\* 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/दिनांक
1	Khrawkumar Jithod Katrai	793018,P.O. NEIGRIHMS, Mawdiangdiang, Shillong	8	60

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**

- Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Purchase Order.
- If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
- Make in india specific authorisation certificate needs to be enclosed.
- Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility regarding GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to a maximum of quoted GST %.

- Generic**

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and have at least 2 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before the bid period.

- Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

**7. Generic**

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

**8. Generic**

**Manufacturer Authorization:** Wherever Authorised Distributors/service providers are submitting the bid, Authorization Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id are required to be furnished along with the bid

**9. Turnover**

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

**10. Turnover**

OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from 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 the completed financial years after the date of constitution shall be taken into account for this criteria. In case of multiple bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

**11. Service & Support**

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignment Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service centres are 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 Centres.

**12. Service & Support**

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

**13. Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

**14. Warranty**

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engine technicians designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause.

**15. Warranty**

Warranty period of the supplied products shall be 5 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM

Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with

**16. Warranty**

Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide Comprehensive M Service for next 5 years for the offered products at the rate not more than 5 % of contract price per annum. E reserves the right to enter into a CMC agreement with the Successful Bidder / OEM after expiry of the Warrant above mentioned rate and the payment for the CMC charges would be made Biannually after rendering of the Services of the relevant CMC period. Performance Security of the successful bidder shall be forfeited if it fails the CMC contract when called upon by the buyer. CMC would include cost of as per rate quoted (Upload the undertaking). The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 3% of total CMC value valid up to CMC period plus 2 months (if there is no other

**17. 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 7 days. If the Seller fails to complete service / rectification within defined time limit, a penalty of 0.5% of Unit Price of the item shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer, else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Current Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to reimburse the cost of such service / rectification to the Buyer.

**18. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

<b>(A) Scope of work &amp; Document details (Non buy-Back)</b>	
<b>A</b>	<b>Following mandatory documents must be attached in the bid document as specified, failing which bid will be treated as " Non-Responsive"</b>
1	Cost of spare parts, consumables and accessories which are not covered under warranty & CMC period has to quote as percentage value in the Technical Bid (Additional Doc 1(Requested in ATC))List of consumables with price frozen for 10 years , or else will be considered to be covered throughout the warranty & CMC period.
2	Documents with regard to Details compliance statement to be attached At " <b>Additional Doc 2(Requested in ATC)"</b>
3	Documents with regard to Original Literature, Product catalogue, Technical from the firm/O.E.M with Highlighting as per the technical specification must be attached At " <b>Additional Doc 3(Requested in ATC)"</b>
4	Documents with regard to list of Offering/Quoted items mentioning make, model & quantity of each item must be " <b>Additional Doc 4(Requested in ATC)"</b>
<b>B</b>	<b>Warranty and Maintenance</b>

1	Warranty for 5 years followed by CMC for 5 years including Spares & service for all the items supplied in this particular tender including third-party items and turnkey works .
2	Mandatory 2 PMs / Year with unlimited breakdown calls has to be attended by the Bidder/manufacturer throughout the warranty & CMC period at site.i.e. NEIGRIHMS, SHILLONG.
3	Duly signed Mandatory PM reports has to be submitted periodically, failing which necessary action will be initiated as per term& condition of the tender.
<b>C</b>	<b>Scope of work</b>
1	The bidder has to mandatorily quote for all the items /stores mentioned in the Technical Specification & Scope of Work ,failing which bid will be treated as" Non-Responsive"
<b>D</b>	E-bidder have to adhere to Government of India, Ministry of Finance, PPD division Public procurement order OM F.No.6/18/2019-PPD dated 23rd july,2020 inserting Rule 144(Xi)in GFR 2017 ,No 1 dated: 23/7/2020 and subsequent Orders No 2 & 3 or as amended from time to time , failing which the bids shall be treated as non-responsive.

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<b>Scope of work &amp; Document details: for Buy back Cases</b>	
<b>A</b>	<b>Following mandatory documents must be attached in the bid document as specified, failing which bid will be treated as" Non-Responsive"</b>
1	Cost of spares, consumables and accessories not covered under warranty and CMC period shall be offered as percentage value of the system/Unit in the Technical Bid ATC1/2



2	Documents with regard to Details compliance statement to be attached at " <b>Additional Doc 2(Requested in ATC)</b> "
3	Documents with regard to Original Literature, Product catalogue, technical datasheet from the firm/O.E.M with Highlighting as per the technical specification must attach At " <b>Additional Doc 3(Requested in ATC)</b> "
4	Documents with regard to list of Offering/Quoted items mentioning make, model & quantity of each store must be " <b>Additional Doc 4(Requested in ATC)</b> "
<b>B</b>	<b>Warranty and Maintenance</b>
1	Warranty for 5 years followed by CMC for 5 years including Spares & service for all the items supplied in this particular tender including third-party items and turnkey works .
2	Mandatory 2 PMs / Year with unlimited breakdown calls has to be attended by the  Bidder/manufacturer throughout the warranty & CMC period at site.i.e. NEIGRIHMS, SHILLONG.
3	Duly signed Mandatory PM reports must be submitted periodically, failing which necessary action will be initiated as per term& condition of the tender.
<b>C</b>	<b>Scope of work</b>
1	The bidder has to mandatorily quote for all the items /stores mentioned in the Technical Specification & Scope of Work ,failing which bid will be treated as" Non-Responsive"
2	Prices of all accessories (reagents, consumables, controls closed/ open etc) need to be clearly indicated as % of the total price in the technical bid Technical Bid ATC1/2 and will be consider for evaluation as in BOQ or else bid will be treated as "non responsive". The CMC cost offered from 6 <sup>th</sup> to the 10th year to be indicate in ATC ½ shall in indicate in percentage inclusive of GST and shall not exceed 5% of the system cost.
3	E-bidder must adhere to Government of India, Ministry of Finance, PPD  division Public procurement order OM F.No.6/18/2019-PPD dated 23rd july,2020 inserting Rule 144(Xi)in GFR 2017 ,No 1 dated: 23/7/2020 and subsequent Orders No 2 & 3 or as amended from time to time , failing which the bids shall be treated as non-responsive.

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**(B) Buyer Added Bid Specific Terms and Conditions**

**1. Generic**

**End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same provided in Buyer’s standard format only.

**2. Generic**

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / Public Listed Company for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch primary product having highest value should meet this criterion.

**3. Generic**

IT equipment shall be IPv6 ready from day one.

**4. Generic**

Installation, Commissioning, Testing, Configuration, Training (As applicable as per scope of supply) is 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, mail Id and Phone No. required to be furnished along with the bid.

**6. Generic**

The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, all accessories must be part of supply and cost should be included in bid price: All the items and accessories as per Technical Specification.

**7. Generic**

The Buyer has an existing set up / inventory of similar products. The offered / supplied product must be compatible with existing system. The bidder has to ensure Compatibility of the supplied items or shall

include in the supply the necessary hardware / software to make them compatible at no extra cost to The details of items with which compatibility is required are as under: all the spares Including UPS, PC Printer, Probes & upgradation of System Software & third party Software

## **8. Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning ,Training of operators and providing Statutory Clearances required (if any)

## **9. Turnover**

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

## **10. Turnover**

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

## **11. OEM**

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have an office in India to provide after sales service support in India. The certificate to this effect should be submitted with the bid.

## **12. Purchase Preference (Centre)**

As per DPIIT notification at the time of e-tender , bidding or solicitation the bids shall be required to contain a percentage of local content and provide self-certification ( by Director/ Company Secretary) and also specify the location/s at which value addition is made". Since the bidder here is not the local supplier, the certificate is required to be obtained from the "Class-I local supplier /Class II local supplier"

Further the details of Calculations of local content areas under:

Question 1. How to calculate Local Content?

Answer: Para 2 of the PPP-MII Order, 2017 (as amended on 16.09.2020) defines local content as

Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

Mathematically,

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

Where, "Sale price" means price excluding net domestic indirect taxes and "Value of imported content" means price of imported content inclusive of all customs duties

Question2. How to calculate Local Content in bids involving supply of multiple items from single bidder

Answer: In case of bids requiring supply of multiple items (say "X1", "X2" and "X3") by a single bidder, the local content in the bid shall be

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

### **13. Service & Support**

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty service center is not already there at the time of bidding, successful bidder / OEM shall have to establish within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

### **14. Service & Support**

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

### **15. Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

### **16. Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the document, ATC and Corrigendum if any.

### **17. Certificates**

The bidder or the OEM of the offered products must have BIS/WHO-GMP/ CDSCO Indian certification or equivalent 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 and 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 I certificate, approval certificates and other certificates as prescribed in the Product Specification given in bid document.

## **20. Certificates**

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

## **21. Warranty**

Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide Comprehensive Maintenance Service for next 5 years for the offered products at the rate not more than 5% of contract value per annum. Buyer reserves the right to enter into a CMC agreement with the Successful Bidder / OEM after expiry of the Warranty period at above mentioned rate and the payment for the CMC charges would be made Biannually after rendering of the CMC Services of the relevant CMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the CMC contract when called upon by the buyer. The cost would include cost of all the spares Including UPS, PC, battery, Printer, Probes & upgradation of System Software & third party Software (Upload the undertaking). The original Performance Security of contract shall be returned only after submission and verification of AMC Performance Security for 5% of total CMC value 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 after completion of installation, commissioning & testing of goods (if included in the scope of supply), at contract location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of goods. Seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance group in INDIA for attending the after sales service. Details of Service Centres near consignee destination to be uploaded along with the bid.

## **23. Warranty**

Over and above the normal Warranty terms as per GeM GTC, the successful bidder / OEM shall have to provide Comprehensive Warranty during the entire Standard warranty period as per contract. : The comprehensive warranty shall be covering the following scope all the spares Including UPS, PC, battery ,Printer ,Probe , upgradation of System Software & third party Software (Upload an undertaking with the bid confirming compliance by the bidder if Bidder is taking onus of this compliance. In case OEM is taking onus of this compliance, OEM undertaking is to be uploaded along with Bidder undertaking)

## **24. Warranty**

Successful bidder will have to ensure that adequate number of dedicated technical service personals 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 relevant clause of the bid.

## **25. Warranty**

Timely Servicing / rectification of defects during warranty period: After having been notified of the defect, service requirement during warranty period, Seller has to complete the required Service / Rectification

days' time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can't pay penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value which the Buyer shall have the right to get the service / rectification done from alternate sources at the cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

## **26. Past Project Experience**

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

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

## **27. Past Project Experience**

The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation and commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and two 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 shall be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion

## **28. Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of NEIGRIHMS EMD SEC DEPOSITS payable at MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA . Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within Bid End date & time / Bid Opening date & time.

## **29. Forms of EMD and PBG**

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (in favour of Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the written consent of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer on the date of bid opening. Bidder has to ensure delivery of hardcopy of the FDR with endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within Bid End date & time / Bid Opening date & time.

## **30. Forms of EMD and PBG**

Bidders can also submit the EMD with Banker's Cheque in favour of NEIGRIHMS EMD SECURITY DEPOSITS Account No. 30270200000027 IFSC Code BARB0MAWDIA Bank. Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within Bid End date & time.

### **31. Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary NEIGRIHMS EMD SECURITY DEPOSITS Account No. 30270200000027 IFSC Code BARB0MAWDIA Bank. Bidder to indicate number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

### **32. Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft (DD) which is allowed as per GeM GTC. DD should be made in favour of NEIGRIHMS EMD SECURITY DEPOSITS A/C (Name of the Seller). After award of contract, Successful Bidder has to upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original 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 (FDR) also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of NEIGRIHMS EMD SECURITY DEPOSITS A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and sealed along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

### **34. Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary NEIGRIHMS EMD SECURITY DEPOSITS Account No. 30270200000027 IFSC Code BARB0MAWDIA Bank. Successful Bidder has to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Successful Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

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

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

1. Comprehensive Annual Maintenance Contract must include Labour, spares & Preventive Maintenance all the excluding of battery, Accessories/Consumables
2. The terms and conditions of the tender and the agreement executed will be binding on the vendor/contractor. This offer is being issued in accordance with the terms & conditions of the tender /Government of India and in the manner specified herein shall operate to create a specific contract between the vendor/contractor (with whom the contract referred to) on one part and NEIGRIHMS on the other part.
3. The required spares to be replaced must be genuine and certified from the OEM.
4. **Repairs to be undertaken should be within specified configuration and maintain integration on internal circuit of equipment, any deviation on configuration/ specification**

**repair will not be acceptable. After repairs, a certificate to the effect that the equipment is working order and safe for patient care and non-hazardous for the handler shall be submitted by the CMC holder.**

5. Tenderer/Vendors/contractor is responsible to provide electrical and patient safety certificate for 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 repair submitted to the user & BME.
7. 2 nos of Periodic preventive maintenance is mandatory irrespective of unlimited service / calls.
8. Same /Similar Standby system must be provided by the bidder if the system needs to send to for any major repair.
9. Receipt of this offer may be acknowledged and a copy duly signed/stamped by the authorized should be submitted before finalization of the agreement.
10. The Performance security shall be denominated in any one of the forms namely Account Payee Draft or Fixed Deposit Receipt drawn from any nationalized bank in India or Bank Guarantee issued by nationalized bank in India, pledge in favor of Deputy Director, NEIGRIHMS, and Shillong-793018 amount equivalent to 3% of the total cost of annual CMC. The validity of the Fixed Deposit receipt or Bank Guarantee will be upto 2 months beyond CMC period.

**11. It may also be noted that there should be no negligence in providing services of any type, if any, complaint is received the contract will be terminated with immediate effect.**

12. There will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) penalty, to extend CMC period by double the downtime period. The vendor shall ensure optimum performance of the system during CMC period, failing which the bidder shall initiate stern action, as deemed fit.
13. During Comprehensive Maintenance Contract period, the supplier shall visit at each consignee site for preventive maintenance including testing and calibration as per the manufacturer's service/operational manual. The supplier shall visit each consignee site as recommended in the manual, but at least once in 6 months commencing from the date of the successful completion of the period for preventive maintenance of the goods.
14. Processing of bill may be considered on yearly basis with satisfactory report from the user and the AMC/CMC bills should be certified by the concerned Head of the Department/ In- Charge of the respective DMS/MS.
15. Software updates should be provided free of cost during CMC. The first service call by the 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 date of the letter of award/supply order, failing which EMD/security deposit may be forfeited or declared null and void.
19. **Prebid:-**E-Procurement Cell , Ground Floor, Director block, NEIGRIHMS Shillong-793018 or through VC link 2538032/2539458

## **20. Technical Specification**

The specifications in Additional Terms and Conditions - Buyer Specific Clauses (A) supersede the "GeM category specification". The technical evaluation will be as per the specifications only, and the bidders shall quote the equipment and submit the compliance accordingly.

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1	Instrument should be Fully Automated, walk away, Integrated Urine Analyzer, integrating both Urine Chemistry and Urine Sediment analysis.
2	Instrument should be based on modular platform with facility to add any further required unit in future.
3	For Chemistry, it should provide Parameters like Glucose, Protein, Blood, Bilirubin, Urobilinogen, pH, Ketones, Nitrite, and Leukocyte. There should be option to use strips with additional parameters like Microalbumin and Creatinine.
4	Instrument Strip Feeder should have Storage of 300 test strips
5	The instrument should also provide Parameters including Specific Gravity, Turbidity & Colour.
6	For Sediment analysis the instrument must be based on Fluorescence  Flow cytometry for measurement of Parameters such as RBC, WBC, Epithelial Cells, Cast and Bacteria with differentiation of types of Epithelial cells.
7	There should be facility to analyze selective samples for Digital Imaging.
8	Digital imaging should only be used to analyse morphology of particles/ cells and not for quantitative estimation.
9	The system should provide scatter grams and histograms for easy interpretations
10	The system should provide additional RBC Morphology Information like Dysmorphic, Isomorphic.

11	The system should be using only Un-centrifuged Native Urine samples for Analysis to avoid Centrifugation loss.
12	Software should be User friendly with programmable QC Files for Sediment and Chemistry. Instrument throughput should be minimum 270 samples / hour (chemistry) & 80 samples / hour (sediment analysis).
13	Instrument should be capable of analysis in Automated Sampler Mode with capacity of 80 sample tubes and Internal Barcode for Sample Identification.
14	Instrument should have flexibility to analyze sample in STAT mode for Sediment analysis.
15	The firm should have Controls available for both chemistry and sediment analysis.
16	The system should have separate body fluid mode.
17	In body fluid mode the system should provide all required parameters like RBC, WBC, Epithelial Cells (EC), Mononuclear Leucocytes, Polymorphonuclear Leucocytes, Total Nucleated Cells (TNC) & Bacteria.
18	Body fluid sample volume requirement should be <b>0.5 -2ml</b>
19	Instrument should be provided with advanced data management software or work area management with capacity to store patient results for up to 1,00,000 patients.

20	The system should have facility for Results Output to Printer or Transmitted to LIS / HIS.
21	Should have European CE <b>or</b> US FDA certification or BIS approved
22	The calibration, IQ, OQ and PQ of the instrument should be performed at the time of installation and certificates should be provided.
23	To be supplied with Branded computer system with at least Core i7 processor, 8GB RAM, 1TB HDD, DVD R/R, 21" or better LED Monitor, Genuine

	Windows 10 or more, A4 size laser printer and appropriate bar code reader.
24	UPS backup adequate for the duration of one cycle of processing should be provided.
25	Start-up kit for at least 200 tests should be provided free of cost.
<b>26</b>	Appropriate work bench/ stand should be provided for the instrument.
27	Document supporting track record and satisfactory performance from institutes of national importance (minimum one) should be provided.

Additional conditions:

28. Price for (30,000 number of tests / year) will be considered for price ev for 10 years (i.e. 30,000 X 10 year- 5 yr warranty and 5 yr CMC)

29. Instrument throughput for chemistry analysis should be Minimum 270 samples per hour and throughput for sediment analysis should be Minimum 80 samples per hour

30. Declaration of supply of reagents, consumables and all other accessories related to the system including warranty and CMC period must be attached

31 Five (5) years warranty and Five (5) years CMC should be provided with cost consumables etc for entire life cycle with Maintenance kit free of cost

32. Start-up test kit for at least 200 tests should be provided with the system including all consumables, reagents, solutions and other related stores

33. The calibration, IQ, OQ and PQ of the instrument should be performed at the time of installation and certificates should be provided.

Gem Bid No:-

Item Description	Pack size	Frequency / minimum Time period for Change of the mentioned Item	Prices in only in % of the Basic price of the system Quoted


**Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to the 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 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 in which it is 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 can raise their representation against the same by using the Representation window provided in the bid details field 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 the 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 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, 1 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 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 decision shall be applicable on total price inclusive of CMC charges. Bunching of products shall not be available while creating CMC charges.

8.1.Buyer shall indicate number of years of warranty by selecting different options available in the field dependent on the 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. The following shall be applicable, if 5 year CMC selected:

- CMC charges for 1st year after warranty period- Percentage to be indicated- A1
- CMC charges for 2nd year after warranty period- Percentage to be indicated- A2
- CMC charges for 3rd year after warranty period - Percentage to be indicated- A3
- CMC charges for 4th year after warranty period - Percentage to be indicated- A4
- CMC charges for 5th year after warranty period - Percentage to be indicated- A5

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

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

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

- (i) Number of years for which CMC required.
- (ii) Number of years of product warranty

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

Total Cost for evaluation=

$$C + C * \left\{ \frac{(A1/100)}{(1.10^n)} + \frac{(A2/100)}{(1.10^{n+1})} + \frac{(A3/100)}{(1.10^{n+2})} + \frac{(A4/100)}{(1.10^{n+3})} + \frac{(A5/100)}{(1.10^{n+4})} \right\}$$

and so on

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

If 2 year warranty specified, n shall be 2 and if 5 year warranty specified, n shall be 5. A1,A2, A3, A4& A5 shall be the CMC charges for 1st, 2nd, 3rd, 4th & 5th year respectively. For 3 year CMC, only A1,A2 and A3 factors are to be taken into account and A4 & 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 arrangement 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 up to 5% as specified in bid on total CMC Charges. The PBG submitted after award of contract shall be released only after the CMC period is submitted and accepted by buyer/consignee after due verification. Bank guarantee for CMC is to be valid till completion of CMC period plus one year. The bank guarantee for CMC shall be submitted to buyer directly. If seller fails to submit the PBG or does not provide services for the CMC contract after expiry of warranty period then the 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 the lowest quoting eligible bidders on one-to-one basis. The equipment cost and CMC charges (year to year) shall be matched in the bid.

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 depreciation.

parts. Purchaser does not have any liability, whatsoever, over and above the cost of CMC. It also includes for arrangement of 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 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 की धारा 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 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 लेने वाले बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने का अधिकार आगे की कानूनी कार्यवाही का आधार होगा।

**---Thank You/धन्यवाद---**