



Bid Number: GEM/2022/B/2734397 Dated: 13-11-2022

## **Bid Document**

	Bid Details		
Bid End Date/Time	28-11-2022 14:00:00		
Bid Opening Date/Time	28-11-2022 14:30:00		
Bid Offer Validity (From End Date)	180 (Days)		
Ministry/State Name	Ministry Of Health And Family Welfare		
Department Name	Department Of Health And Family Welfare		
Organisation Name	North Eastern Indira Gandhi Regional Institute Of Health And Medical Sciences (neigrihms)		
Office Name	Neigrihms, Shillong		
Total Quantity	3		
Item Category	Laboratory Refrigerator (Q3)		
Minimum Average Annual Turnover of the bidder (For 3 Years)	5 Lakh (s)		
OEM Average Turnover (Last 3 Years)	5 Lakh (s)		
Years of Past Experience Required for same/similar service	3 Year (s)		
MSE Exemption for Turnover	Yes		
Startup Exemption for Turnover	Yes		
Document required from seller	Experience Criteria, Past Performance, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, OEM Annual Turnover, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC), Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer		
Past Performance	30 %		
Bid to RA enabled	No		
RCM Applicable	Yes		
Time allowed for Technical Clarifications during technical evaluation	3 Days		
Estimated Bid Value	1500000		
Evaluation Method	Total value wise evaluation		

EMD Detail

Advisory Bank	Bank Of Baroda	
EMD Amount	30000	

## ePBG Detail

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

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

## **Beneficiary:**

DEPUTY DIRECTOR 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 (Emd And Security Deposits Account)

## Splitting

Bid splitting not applied.

## **MII Purchase Preference**

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

## **MSE Purchase Preference**

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

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" 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. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises vill be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

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

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

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

## Section 9(3) Of GST

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

## **Excel Upload Required:**

DETAILS OF CONSUMABLES - 1668337434.xlsx

## Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
15-11-2022 16:00:00	E-Procurement Cell , Ground Floor, Director block, NEIGRIHMS Shillong- 793018. Tel:0364-2539210/2539458 Online submission on GEM portal

## Laboratory Refrigerator ( 3 pieces )

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

Brand Type

Registered Brand

## **Technical Specifications**

## \* As per GeM Category Specification

Specification	Specification Name	Bid Requirement (Allowed Values)	
Standards	Conformity to Standards	CE (with 4 digit notified number), BIS (As per medical directive)	
	Electrical safety standards	IEC 61010 With latest amendments	
Performance Parameters	Purpose	The laboratory Refrigerators are specifically designed and are suitable for research laboratories,Medicine storage, blood banks applications and across other laboratories working with critical elements	
	Capacity of the refrigerator in liters	490-580, 580-610, 600-750	
	Temperature range in °C	2 deg C to 8 deg C	
	Control panel settings	Thermometer ,Main switch and temp selection	
	Type of Door	Single door	
	Material of Construction of body	Galvanized steel	
	Insulation material	High grade foam material	
	Outside finish	Epoxy coated finish	
	Should have digital display of temperature	Yes	
	Rotary air circulation to maintain temperature uniformity	Yes	
	Flouroscent internal light available	Yes	
	Refrigerator Energy star rating	NA	
	Material used for shelves	Perforated Stainless Steel 304	
	Number of shelves	4	
	Material of Inner chamber	SS 304	
	Warranty of the refrigerator in years	3, 5, 10, Others, 1, 2, 4	

Specification Name Controller based audiovisual alarm Warranty of Compressor in years		Bid Requirement (Allowed Values)
		Yes
		2
on Param	eters - Laboratory F	Refrigerator ( 3 nieces )
meter		d Requirement (Allowed Values)
Warranty period 5 years and thereafter 5 years CMC Comprehensive Maintenance Service at the rate not more than 5% of contract price per annum		ars and thereafter 5 years CMC Comprehensive at the rate not more than 5% of contract price per
		storage volume of at least 600 L or should be able to standard blood bags.
ED) 5°C n.	Digital temperature ( graduation.	LED) display with at least 0.5°C resolution of
ensor pped ation	Protected digital RTD sensor should preferably be dipped into in a produ	
ndicated cument Basic Cost o arrive	offered FOB /Basic Co value.	indicated in ATC-1 & financial Document % of the ost of the system /assets to arrive at Book /Reserve
	Controlle audiovisu Warranty years Warranty years on Param meter rs and nance more ce per orage L or more od bags. ED) 5°C n. ensor pped ation ation	Controller based audiovisual alarm         Warranty of Compressor in years         Warranty of Compressor in years         On Parameters - Laboratory F         meter       Bi         's and nance more ce per       Warranty period 5 ye Maintenance Service annum         orage L or more ce per       Should have internal store more than 320         Digital temperature ( graduation.       Digital temperature ( graduation.         ensor pped ation       Protected digital RTD simulation bottle.         moticated cument Basic Cost o arrive       Buy back value to be offered FOB /Basic Cor value.

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

ITC on	ITC on GST	RCM	GST as per	GST Cess 1 as	GST Cess 2 as	Optional
GST	Cess	Applicable	RCM	per RCM	per RCM	RCM
NA	NA	Yes	18%	1%	1 (INR) - Per Unit	Yes

## **Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
1	Khrawkupar Jithod Katrai	793018,P.O. NEIGRIHMS, Mawdiangdiang, Shillong	3	90

## **Buyer Added Bid Specific Terms and Conditions**

- 1. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
- 2. Make in india specific authorisation certificate needs to be enclosed.
- 3. Generic

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

## 4. Generic

Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 7 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

## 5. Generic

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

## 6. Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and 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

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

## 8. Generic

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

## 9. Generic

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

## 10. Turnover

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a

certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

## 11. Purchase Preference (Centre)

Indian suppliers of this item are not allowed to participate and/ or compete in procurement by some foreign governments. Bidders / products from such countries are not eligible / not allowed to participate in this bid in terms of clause 1 (d) of Public Procurement (Preference to Make in India) Order, 2017

## 12. Purchase Preference (Centre)

Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through UDYAM Registration /Udyog Aadhaar (as validated by Government from time to time) for that product category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. Benifits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

## 13. Purchase Preference (Centre)

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 20% of total value.

## 14. Warranty

Warranty period of the supplied products shall be 5 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

## 15. 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 Warranty for 5 years followed by CMC for 5 years including Spares & service for all the items supplied (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)

## 16. 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.

## 17. Service & Support

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

## 18. Service & Support

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

## 19. Warranty

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG).Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imberse the cost of such service / rectification to the Buyer.

## 20. Past Project Experience

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

a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.

b. Execution certificate by client with order value.

c. Any other document in support of order execution like Third Party Inspection release note, etc.

## 21. 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.

## 22. Certificates

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

## 23. Certificates

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

## 24. Certificates

SLBR62

## 25. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of NEIGRIHMS EMD SECURITY DEPOSITS Account payable at SHILLONG. 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.

## 26. Forms of EMD and PBG

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

## 27. Forms of EMD and PBG

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

## 28. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

File No:- NEIGR/S&P/ B-03/2022-23

## <u>Approval: Agenda C-13 off 59thPurchase Committee for 3 Blood bank Refrigerator held</u> on 13/14<sup>th</sup> June'22

Α	Following mandatory documents must be attached in the bid document as specified, failing which bid will be treated as" Non- Responsive"
	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
1	
2	Documents with regard to Details compliance statement to be attached At " <b>Additional Doc</b>
	2(Requested in ATC)"
3	Documents with regard to Original Literature, Product catalogue ,Technical datasheet from the firm/O.E.M with Highlighting as per the technical specification must attach At "Additional Doc 3(Requested in ATC)"
4	Documents with regard to list of Offering/Quoted items mentioning make, model & quantity of each items must be <b>"Additional Doc 4(Requested in</b> <b>ATC)</b> "

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

## Minimum Reserve Value for buy back of the old system

SI. No.	Description of Stores Make	Qty.	Minimum Reserve Declared Value for the total quantity mentioned		
1.	Buy back of Blood Bank refrigerator Against NEIGR/ S&P/OT-570/2007-08 Remi RS-12 Purchase Valuevalue:960694.00 for 3 units	3	Rs 90678.00		
	<ul> <li>Note: <ul> <li>The price offered in the e-price bid /BOQ shall b considered as inclusive of the buy back value.</li> <li>The buy back value of the system /assets should also be indicated in the ATC-1 &amp; financial Document as percentage of the offered FOB /Basic Cost of th system /assets to arrive at Book /Reserve value for the record of the Institute.</li> <li>The buyback value should essentially cover the Minimur Reserve Declared Value.</li> <li>The Institute reserve the right to trade or not to trade the old existing machines offered while purchasing a new one.</li> </ul> </li> </ul>				

## **B.Buyer Added Bid Specific Terms and Conditions**

### 1. Generic

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

### 2. Generic

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

### 3. Generic

IT equipment shall be IPv6 ready from day one.

#### 4. Generic

Installation, Commissioning, Testing, Configuration, Training (As applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorized Reseller.

#### 5. Generic

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

#### 6. Generic

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

## 7. Generic

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

## 8. Scope of Supply

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

## 9. Turnover

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

## 10. Turnover

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

## 11. OEM

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

## 12. Purchase Preference (Centre)

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

Further the details of Calculations of local content areas under:

Question 1. How to calculate Local Content?

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

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

Mathematically,

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

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

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

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

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

### 13. Service & Support

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

### 14. Service & Support

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

#### 15. Service & Support

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

#### 16. Certificates

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

## 17. Certificates

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

## 18. Certificates

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

### 19. Certificates

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

### 20. Certificates

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

## 21. Warranty

Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide Comprehensive Maintenance Service for next 5 years for the offered products at the rate not more than 5% of contract price per annum. Buyer reserves the right to enter into a CMC agreement with the Successful Bidder / OEM after expiry of the Warranty period at above mentioned rate and the payment for the CMC charges would be made Biannually after rendering of the CMC Services of the relevant CMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the CMC contract when called upon by the buyer. CMC would include cost of all the spares Including UPS, PC, battery, Printer, Probes & upgradation of System Software & third party Software (Upload the undertaking). The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 5% of total CMC value valid up to CMC period plus 2 months (if there is no other claim).

### 22. Warranty

Warranty period of the supplied products shall be 5 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

## 23. Warranty

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

## 24. Warranty

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

## 25. Warranty

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days' time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

## 26. Past Project Experience

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.

- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

## 27. Past Project Experience

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

(i) Single order of at least 35% of estimated bid value; or

(ii) Two orders of at least 20% each of estimated bid value; or

(iii) Three orders of at least 15% each of estimated bid value.

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

## 28. Forms of EMD and PBG

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

## 29. Forms of EMD and PBG

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

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

Bidders can also submit the EMD with Banker's Cheque in favour of NEIGRIHMS EMD SECURITY DEPOSITS payable at MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA . Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within within Bid End date & time / Bid Opening date & time.

## 31. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name NEIGRIHMS EMD SECURITY DEPOSITS Account No. 30270200000027 IFSC Code BARBOMAWDIA Bank Name BANK OF BARODA Branch address MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA . Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on- line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

## 32. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of NEIGRIHMS EMD SECURITY DEPOSITS payable at MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA . After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

## 33. Forms of EMD and PBG

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

## 34. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name NEIGRIHMS EMD SECURITY DEPOSITS Account No. 30270200000027 IFSC Code BARBOMAWDIA Bank Name BANK OF BARODA Branch address MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

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

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

- 1. Comprehensive Annual Maintenance Contract must include Labour, spares & Preventive Maintenance of all the excluding of battery, Accessories/Consumables
- 2. The terms and conditions of the tender and the agreement executed will be binding on the vendor/contractor. This offer is being issued in accordance with the terms & conditions of

NEIGRIHMS /Government of India and in the manner specified herein shall operate to create a specific contract between the vendor/contractor (with whom the contract referred to) on one part and NEIGRIHMS, Shillong, on the other part.

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 the 4.

integration on internal circuit of equipment, any deviation on configuration/ specification the

repair will not be acceptable. After repairs, a certificate to the effect that the equipment is in

## working order and safe for patient care and non-hazardous for the handler shall be submitted

## by the CMC holder.

- 5. Tenderer/Vendors/contractor is responsible to provide electrical and patient safety certificate after major repair of equipment which are used for direct patient care.
- The system must be checked & calibrated after every spare changes and detail service report 6. must be submitted to the user & BME.
- 7. 2 nos of Periodic preventive maintenance is mandatory irrespective of unlimited service /breakdown calls.
- 8. Same /Similar Standby system must be provided by the bidder if the system needs to send to
- workshop for any major repair. Receipt of this offer may be acknowledged, and a copy duly signed/stamped by the authorized 9. signatory should be submitted before finalization of the agreement.
- 10. The Performance security shall be denominated in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any nationalized bank in India or Bank Guarantee issued by a nationalized bank in India, pledge in favor of Deputy Director, NEIGRIHMS, and Shillong-793018 for an amount equivalent to 3% of the total cost of annual CMC. The validity of the Fixed Deposit receipt or Bank Guarantee will be upto 2 months beyond CMC period.

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

## type, if any, complaint is received the contract will be terminated with immediate effect.

- 12. There will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period. The vendor shall ensure optimum uptime of the system during CMC period, failing which the initiate shall initiate stern action, as deemed fit.
- During Comprehensive Maintenance Contract period, the supplier shall visit at each 13. consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/ technical/ operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- 14. Processing of bill may be considered on yearly basis with satisfactory report from the user department. The AMC/CMC bills should be certified by the concerned Head of the Department/ In- Charge , BME and the respective DMS/MS.
- Software updates should be provided free of cost during CMC. The first service call by the 15. team of service engineers should be within 7 days of issue of this order.
- 16. Settlement of disputes - Director, NEIGRIHMS or his authorized representative shall be the final authority in all disputes and decision will be binding on all concerned.
- **17.** All other terms & conditions are as per award of contract mentioned in pre-page.
- **18.** Bidders are required to sign the CMC contract agreement within 15 (fifteen) days from the issue of the letter of award/supply order, failing which EMD/security deposit may be forfeited or Contract declared null and void.

Prebid:-E-Procurement Cell , Ground Floor, Director block, NEIGRIHMS Shillong-793018 Tel:0364-2538032/2539458 or through VC link

## **Technical Specification**

\_

\_

## Technical specification for the procurement of Blood Bank Refrigerator

SI no	Descriptio n of the equipment	Specification
1.	Purpose	<ul> <li>Should be designed specifically for Blood Centre use for storing whole blood or packed red cells and should not be commercial or modified commercial refrigerators.</li> </ul>
2.	Туре	• Approved standard electrical Blood Bank Refrigerator that uses a compressor circulating CFC-free refrigerant.
3.	Quality standard	<ul> <li>Should be compliant with ISO 13485 and ISO 9001:2008.</li> <li>Should be compliant with CE class IIA or BIS Compliant.</li> <li>Should meet electrical safety specifications of IEC 61010-1.</li> </ul>
4.	Capacity	<ul> <li>Should have internal storage volume of at least 600 L or should be able to store more than 320 standard blood bags.</li> </ul>
5.	Construction	<ul> <li>Outside of the refrigerator should have corrosion resistant sheet of at least 1 mm thickness.</li> <li>Inside of the refrigerator should be made of high grade stainless steel of at least 22 G.</li> <li>Insulation should be more than 5mm thick with foaming agent which is CFC free.</li> </ul>
6.	Drawers	<ul> <li>Should be made of scratch resistant stainless steel.</li> <li>Roll out type.</li> <li>Should have at least four or more in number.</li> </ul>

1		
7.	Door	<ul> <li>Glass door with full visibility of units without opening the door.</li> <li>Automatic/magnetic closing door with opening audio and visual alarm.</li> <li>Door lock should be available.</li> </ul>
8.	Electrical characteristi cs	<ul> <li>Should be compatible with input voltage of 220-240 V, 50 Hz, single phase AC.</li> <li>Should have an integrated voltage stabilizer and external servo stabilizer of appropriate ratings meeting ISI specifications (input 160-260 V and output 220-240 V and 50 Hz)</li> <li>Minimum compressor starting voltage should be 22% below normal voltage.</li> <li>At room temperature of 25°C should be able to maintain at ideal compressor running time of 27%.</li> </ul>
9.	Internal temperature	<ul> <li>Should have inside temperature range of 2-6°C.</li> <li>User parameter settings: set point, high alarm point, low alarm point, buzzer off time, C/F unit display choice.</li> <li>Whatever the load, setting accuracy less than or equal to 0.5°C (preferably 0.1°C).</li> <li>Should ensure frost free performance thereby avoiding either freezing or heating.</li> <li>If defrosting function used, temperature should not go outside range specified above.</li> <li>The temperature inside should be kept uniform in all shelves by forced air circulation through fans.</li> <li>The fans should shut off when door is opened.</li> </ul>
10.	External ambient temperature	<ul> <li>Can perfectly maintain internal temperature as above at full load in an ambient temperature of +10°C to at least +30°C.</li> </ul>
11.	Hold-over time	• A full load of blood packs at $+4^{\circ}C(+1)^{\circ}C$ ) should take more than 1.5 hours to rise to above $+6^{\circ}C$ if power goes off.

8		
12.	Cooling down time	<ul> <li>A full load of blood packs at +25°C should not take more than 13 hours for all the packs to reach below +6°C.</li> </ul>
13.	Temperatur e monitoring, thermograp h and related alarms	<ul> <li>Protected digital RTD sensor should preferably be dipped into in a product simulation bottle.</li> <li>Microprocessor controlled primary temperature control with user defined parameters.</li> <li>Digital temperature (LED) display with at least 0.5°C resolution of graduation.</li> <li>Integrated visual and audible temperature alarm systems.</li> <li>Provision to be connected to a remote monitoring system and remote alarm.</li> <li>The temperature record should be electrically logged (USB accessible data logger) and also documented on a physical thermograph preferably with a 7-day, ink-less, pressure-sensitive circular chart recorder.</li> <li>Must have battery backup for temperature recordings which is especially needed during power failure/fluctuations.</li> <li>Additional battery backup for alarm so that alarm will not fail in case of power failure, and should be able to sustain the alarm.</li> </ul>
14.	Product certification	<ul> <li>CE class IIA or BIS or WHO-GMP or CDSCO or US FDA</li> </ul>
15.	Lighting	<ul> <li>All shelves should have sufficient illumination so that labels on units can be easily read.</li> <li>Should have light bulbs/tubes that can be changed without removing the drawers.</li> </ul>
16.	Documents	<ol> <li>The following documents should be supplied:</li> <li>User/Technical/Maintenance manuals in English should be supplied.</li> <li>Certificate of Calibration and inspection from the factory</li> <li>Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist clearly spelling out the job description of the hospital technician and company engineer.</li> </ol>

## Disclaimer

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

This Bid is also governed by the General Terms and Conditions

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

