



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2023/B/4242245 Dated/दिनांक : 22-11-2023

### Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण  |  |
|--|--|
| Bid End Date/Time/बिड बंद होने की तारीख/समय 13-12-2023 19:00:00  |  |
| Bid Opening Date/Time/बिंड खुलने की<br>तारीख/समय   | 13-12-2023 19:30:00  |
| Bid Offer Validity (From End Date)/बिड पेशकश<br>वैधता (बंद होने की तारीख से)   | 60 (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<br>And Medical Sciences (neigrihms) |
| Office Name/कार्यालय का नाम  | Neigrihms, Shillong  |
| Total Quantity/कुल मात्रा  | 1  |
| Item Category/मद केटेगरी   | 4D High End ECHO Cardiography System (Q3)  |
| Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)          | 40 Lakh (s)  |
| OEM Average Turnover (Last 3 Years)/मूल<br>उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)                              | 40 Lakh (s)  |
| Years of Past Experience Required for<br>same/similar service/उन्हीं/समान सेवाओं के लिए<br>अपेक्षित विगत अनुभव के वर्ष | 3 Year (s)   |
| MSE Exemption for Turnover/टर्नओवर के लिए<br>एमएसई को छूट प्राप्त है   | Yes  |
| Startup Exemption for Turnover/ टर्नओवर के<br>लिए स्टार्टअप को छूट प्राप्त है  | Yes  |

| Bid D  | Bid Details/बिड विवरण  |  |
|--|--|--|
| Document required from seller/विक्रेता से मांगे<br>गए दस्तावेज़  | Experience Criteria, Past Performance, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, OEM Annual Turnover, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC), Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |  |
| Past Performance/विगत प्रदर्शन   | 30 %   |  |
| Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया  | No   |  |
| Comprehensive Maintenance Charges<br>Required  | Yes  |  |
| Type of Bid/बिंड का प्रकार   | Two Packet Bid   |  |
| Time allowed for Technical Clarifications<br>during technical evaluation/तकनीकी मूल्यांकन के<br>दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय | 2 Days   |  |
| Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)  | No   |  |
| Evaluation Method/मूल्यांकन पद्धति   | Total value wise evaluation  |  |
| Financial Document Required/वितीय दस्तावेज<br>की आवश्यकता है।  | Yes  |  |

#### EMD Detail/ईएमडी विवरण

| Advisory Bank/एडवाईजरी बैंक | Bank Of Baroda |
|-----------------------------|----------------|
| EMD Amount/ईएमडी राशि       | 260000         |

#### ePBG Detail/ईपीबीजी विवरण

| Advisory Bank/एडवाइजरी बैंक   | Bank Of Baroda |
|---|----------------|
| ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)                                  | 3.00           |
| Duration of ePBG required (Months)/ईपीबीजी की<br>अपेक्षित अवधि (महीने). | 62             |

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है।

एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

#### Beneficiary/लाभार्थी:

DD(A), NEIGRIHMS

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

#### Splitting/विभाजन

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

#### MII Purchase Preference/एमआईआई खरीद वरीयता

| MII Purchase Preference/एमआईआई खरीद वरीयता | Yes |
|--|-----|
|--|-----|

#### 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. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- 4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
- 5. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

- 6. Preference to Make In India products (For bids > 200 Crore) (can also be used in Bids < 200 Crore but only after exemption by competent authority as defined in Deptt of Expenditure OM dated 28.5.2020): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.
- OM\_No.1\_4\_2021\_PPD\_dated\_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
- 7. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023 OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. 8. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

#### Pre Bid Detail(s)

| Pre-Bid Date and Time | Pre-Bid Venue   |
|-----------------------|---|
| 30-11-2023 16:00:00   | Online representation through Gem representation window |

#### 4D High End ECHO Cardiography System (1 pieces)

(Minimum 50% and 25% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

#### Technical Specifications/तकनीकी विशिष्टियाँ

| Buyer Specification<br>Document/क्रेता विशिष्टि दस्तावेज़ | <u>Download</u> |
|---|-----------------|
|   |                 |

| 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 specification

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

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

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

- 1. Make in india specific authorisation certificate needs to be enclosed.
- 2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

| File No :-Ni | EIGR/S&P /C - 01 /2021-22-Pt-1  |
|--------------|---|
| Scope of v   | work & Document details   |
|              | Following mandatory documents must be attached in the bid document as specified   |
| ,            | failing which bid will be treated as" Non-Responsive"   |
| \            | 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 (A dditional Doc 1(Requested in ATC))List of consumables with price frozen for 10 y ears, or else will be consider to be cover throughout the warranty & CMC period. |
|              | Documents with regard to Details compliance statement to be attached At Additional Doc  |
| 2            | 2(Requested in ATC)"  |
| 3 f          | 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 A : "Additional Doc 3(Requested in ATC)"  |
|              | Documents with regard to list of Offering/Quoted items mentioning make, model & quantity of each items must be "Additional Doc 4(Requested in ATC)"   |
| В            | Warranty and Maintenance  |

|   | 1Warranty for 5 years followed by CMC for 5 years including Spares & service for all t<br>he 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. NEIG RIHMS, SHILLONG.                 |
|   | 3 Duly signed Mandatory PM reports has to be submitted periodically, falling which n ecessary action        |
|   | will be initiated as per term& condition of the tender.   |
| С | Scope of work   |
|   | 1<br>The bidder has to mandatorily quote for all the items /stores mentioned in the Technic<br>al           |
|   | Specification & Scope of Work ,failing which bid will be treated as" Non-Responsive"                        |
| D | E-bidder have to adhere to Government of India, Ministry of Finance ,PPD                                    |
|   | division Public procurement order OM F.No.6/18/2019-PPD dated 23rd july,2020                                |
|   | inserting Rule 144(Xi)in GFR 2017 ,No 1 dated: 23/7/2020 and subsequent Orders                              |
|   | No 2 & 3,or as amended from time to time , failing which the bids shall be treated as                       |
|   | non-responsive.   |

#### Additional Terms and conditions & Scope of Work for CMC (BOQ item no 2-6)

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, a the spares Spares & Preventive Maintenance of all the excluding of battery, Accessories/Consumables f or store to be quoted in item no 1
- or store to be quoted in item no 1

  The terms and conditions of the tender and the agreement executed will be binding on the vendor/contractor. This offer is being issued in accordance with the terms & conditions of NEIGRIHMS /Government of India and in the manner specified herein shall operate to create a specific contract between the vendor/contractor (with whom the contract referred to) on one part and NEIGRIHMS, Shillong, on the other part.
- **3.** The required spares to be replace must be genuine and certified from the OEM.
- 4. Repairs to be undertaken should be within s pecified configuration and maintaining the inte gration on internal circuit of equipment, any de viation on configuration/ specification the repair will not be acceptable. After repairs, a certific ate to the effect that the equipment is in working order and safe for patient care and non-haz

# ardous 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 dire ct patient care.

5. The system must be checked & calibrated after every spare changes and detail service

report must be submitted to the user & BME.

7. 2 nos of Periodic preventive maintenance is mandatory irrespective of unlimited servic e

/breakdown calls.

**8.** Same /Similar Standby system must be provided by the bidder if the system needs to s end to workshop for any major repair.

Receipt of this offer may be acknowledged and a copy duly signed/stamped by the auth

orized signatory should be submitted before finalization of the agreement.

10. The Performance security shall be denominated in any one of the forms namely 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 favour 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 (day s) basis, with penalty, to extend CMC period by double the downtime period. The vendor shall ensure optime of the system during CMC period, failing which the initiate
- shall initiate stern action, as deemed fit.

  13. During Comprehensive Maintenance Contract period, the supplier shall visit at each con signee's site for preventive maintenance including testing and calibration as per the man ufacturer's service/ technical/ operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in 6 months comm encing from the date of the successful completion of warranty period for preventive main tenance of the goods.

tenance of the goods.

14. Processing of bill may be considered on yearly basis with satisfactory report from the us er department. The AMC/CMC bills should be certified by the concerned Head of the Depa

rtment/ In Charge , BME and the respective DMS/MS.

- **15.** All software updates should be provided free of cost during CMC. The first service call by the team of service engineers should be within 7 days of issue of this order.
- **16.** Settlement of disputes Director, NEIGRIHMS or his authorized representative shall be t he final authority in all disputes and decision will be binding on all concerned.
- 17. All other terms & conditions are as per award of contract mentioned in pre-page.
- **18.** Bidders are required to sign the CMC contract agreement within 15 (fifteen)days from the issue of the letter of award/supply order, failing which EMD/security deposit may be forfeited or Contract declared null and void.
- **19.** Triparted Agreement in-between NEIGRIHMS,Bidder(If OEM authorized bidder) and OE M should be submitted in the judicial stamp paper with in 21 days of awarding with reg ard to provision of services through the warranty & CMC period .

#### 3. Buyer Added Bid Specific ATC

#### Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

## **Additional Clause For Comprehensive Maintenance Charges**

1.CMC shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, after satisfactory completion of Warranty. During the CMC period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months or as per user requirement. Cost of consumables shall not be included in CMC.Further there will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.

2.CMC charges to be indicated as percentage of cost of equipment quoted for each year after the warranty period.

3.GST shall be included in the CMC Charges quoted.

4.Cost of CMC will be added for Ranking/Evaluation purpose with depreciation formula. A 10% discounting rate per year shall be applied on CMC Charges for price evaluation on Net Present Value.

5. The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user.

6. While creating a bid or RA, buyers shall indicate whether CMC is required against Yes/No" options. If CMC Charges are included, an option for number of years for CMC required after the warranty period shall be

available. Under this option up to 10 years can be chosen for CMC charges beyond warranty period.

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

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

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

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

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

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

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

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

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

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

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

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

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

Total Cost for evaluation=

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

C – Cost for equipment quoted and n shall be number of years of product warranty specified. If 2 year warranty specified, n shall be2 and if 5 year warranty specified, n shall be 5. A1,A2, A3, A4& A5shall depend on how many years CMC selected. For3 yearCMC, only A1,A2 and A3 factors are to be taken into account and A4 and A5 will not be applicable.

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

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

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

10.Performance bank guarantee applicable for CMC is to be submitted at start of the CMC and shall be applicable between 2.5% to 10% as specified in bid on total CMC Charges. The PBG submitted after award of contract shall be released only after new PBG for the CMC period is submitted and accepted by buyer/consignee after due verification. Bank guarantee for CMC is to remain valid till completion of CMC period plus one year. The bank guarantee for CMC shall be submitted to buyer directly. In case, seller fails to submit the PBG or does not provide services for the CMC contract after expiry of warranty period then PBG of equipment shall be forfeited.

11.In case of splitting of order quantity, equipment cost and CMC charges offered by L1 bidder shall be matched by higher quantity aligned bidders on and to one basis. The equipment cost and CMC charges (year to year) shall be submitted as a specific plant.

11.In case of splitting of order quantity, equipment cost and CMC charges offered by L1 bidder shall be matched by higher quoting eligible bidders on one-to-one basis. The equipment cost and CMC charges (year to year) shall be matched individually.

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

13.CMC Charges are inclusive of all the charges for Transportation, Lodging, Boarding, all insurances including third party insurance and all other incidental charges. The same shall include GST. The prices also include cost of spares and damaged parts. Purchaser does not have any liability, whatsoever, over and above the cost of CMC. It also includes for arranging hand tools & tackles, special tools etc. required to carry out the work.

This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है

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

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

---Thank You/धन्यवाद---