



Bid Number/बोली क्रमांक (बिड संख्या)[:] GEM/2024/B/5351956 Dated/दिनांक : 04-09-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण			
Bid End Date/Time/बिड बंद होने की तारीख/समय	16-10-2024 14:00:00		
Bid Opening Date/Time/बिड खुलने की तारीख/समय	16-10-2024 14:30:00		
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	40 (Days)		
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Health And Family Welfare		
Department Name/विभाग का नाम	Department Of Health And Family Welfare		
Organisation Name/संगठन का नाम	North Eastern Indira Gandhi Regional Institute Of Health And Medical Sciences (neigrihms)		
Office Name/कार्यालय का नाम	Neigrihms, Shillong		
Total Quantity/कुल मात्रा	1		
ltem Category/मद केटेगरी	Integrated Electrosurgical Unit and vessel sealer (Q2)		
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	8 Lakh (s)		
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	8 Lakh (s)		
Years of Past Experience Required for same/similar service/उर्न्ही/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)		
MSE Exemption for Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes		
Startup Exemption for Turnover/ टर्नओवर के लिए स्टार्टअप को छ्न्ट प्राप्त है	Yes		

Bid D	Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Past Performance, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, OEM Annual Turnover, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC), Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes	
Past Performance/विगत प्रदर्शन	30 %	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No	
Comprehensive Maintenance Charges Required	Yes	
Type of Bid/बिड का प्रकार	Two Packet Bid	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days	
Inspection Required (By Empanelled Inspection Authority / Agencies pre- registered with GeM)	Νο	
Estimated Bid Value/अनुमानित बिड मूल्य	2500000	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	Bank Of Baroda
EMD Amount/ईएमडी राशि	50000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक Bank Of Baroda	
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	26

(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)

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
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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 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.

<u>OM No.1 4 2021 PPD dated 18.05.2023</u> for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

7. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. 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 MSE 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. Benefits 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.

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. 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	
10-09-2024 16:00:00	Through Gem Representation window	

Integrated Electrosurgical Unit And Vessel Sealer (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

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य		
Performance Parameters	Type of Display (shall be user friendly with display of mono polar, bipolar and Vessel sealing technology for good visibility in operating room)	Complete (Single touch screen for complete system		
	Display size in inches	8" or more (for complete touch screen type system), 3.5" or more (for partial/ segment wise touch screen system), 5 SEGMENTS OR MORE FOR led DISPLAY		
	Number of tissues sensed per sec	Above 3000		
Monopolar and Bipolar Modes	Number of cutting modes in monopolar	7.0 Or higher		
	Maximum Power	Above 300 (Watt)		
	No of monopolar coagulation modes available	7.0 Or higher		
	Coagulation mode power (monopolar)	Above 120 (Watt)		
	Coagulation mode power (Bipolar)	Above 120 (Watt)		
	Number of bipolar cutting modes	Above 3		
	Maximum Power for for ligation	Above 95 (Watt)		
	Maximum power for resection	Above 150 (Watt)		
Vessel Sealing System	Power output of Vessel sealing system (VSS)	Above 150		
Accessories	Double pedal footswitch with toggle function (common/individual for monopolar, bipolar and vessel sealing)	1, 2, 3		
Monopolar and Bipolar Instruments	Change of monopolar power setting from the sterile field with the help of monopolar forceps pencil	Yes Or higher		
		1 of each selected type (Reusable) or 10 of each selected type (disposable)		

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Miscellaneous Parameters	Warranty (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)	5, 1, 2, 3, 4 (year)
	Number of installations in Central /State/PSU Govt Hospitals (Hint: In case demanded after placement of order Seller should furnish certificate supporting claims regarding satisfactory installation of the equipment	No installations, Upto 3, More than 3

Comprehensive Maintenance	
Warranty of required product	2 Year
Comprehensive Maintenance Duration (Post Warranty)	8 Year

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

Additional Specification Parameters - Integrated Electrosurgical Unit And Vessel Sealer (1 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)	
Detail technical specifications in the "Buyer uploaded ATC document " will supersede the above-mentioned specification	Detail technical specifications in the "Buyer uploaded ATC document " will supersede the above-mentioned specification & compliance has to be uploaded considering the Specification attached in "Buyer uploaded ATC document ", Failing which bid will not be considered for further evaluation	
Warranty & CMC	Warranty :-2 years & CMC :8 years	

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी वे दिन
	Khrawkupar Jithod Katrai	793018,P.O. NEIGRIHMS, Mawdiangdiang, Shillong	1	90
ectrosur	gical Unit and vessel All Provisions of Drug	Tersion:2 effective from 18-1 sealer s and Cosmetics Act, 1940 and F ble. This will include all notificat	Rules made there u	under as amended till date
2.	Organisation(CDSCO) Pharmaceuticals (DOI The sellers are registe certification, test repo all applicable licenses	, Ministry of Health & Family We P), Ministry of Chemicals & Fertil ered on GeM based on self-decla orts etc. However, buyers must of and certifications e.g., validity manufacturer certification/licens	Ifare (MoHFW) and izers time to time ration of valid Dru check and validate and authenticity/g	d Department of in this regard. g License, product the details at their end fo enuineness of drug license
3.	The price offered by t by the Central/State (be seller shall not, in any case e Government, the Maximum Reta	xceed the DPCO c il Price (MRP) and	ontrolled price, if any, fixe the selling price. The selle
	including calibration a charges and spares. I completion of warran the manufacturer's te shall not be including period on 24 (hrs) X 7 the downtime period.		onal manual of the nencing from date Il visit each consig nual, at least once will be 98% uptim penalty, to extend	e manufacturer, service of the successful nee site as recommended in six months. warranty he warranty during warran d warranty period by doub
	furnished to buyer/co making the supplies. are available to cater the service calls can l of service requests al	tails of Service outlets in India to nsignees with complete address It shall be the responsibility of so to the areas where supplies are be handled.Details of toll-free nu so to be provided buyer/consign	telephone numbe, eller to ensure tha made within rease mbers for service ee at the time of s	rs, e mails etc at time of t authorized service centre onable distance from when call and online registration supplies.
6.	equipments such as o	shall be responsibility of seller to copy of Performa invoice or any o tured by OEM indicated and sou	other documents t	5 5
7.	Packing and Markin goods should be stron rough handling, open volumes of the packin otherwise of transpor Quality of packing, th accompanying docum supplied. The accesso marked on three side brief description of go	ng: Medical equipments being ve ing and durable enough to withst storage etc. without any damag ing cases, remoteness of the fina t and handling facilities at all po e manner of marking within & or nentation shall take into conside pries shall be suitably labelled ar s with indelible paint of proper q bods including quantity, Packing	ery delicate and se and transit includin le, deterioration et l destination of the ints during transit utside the package ration the type of ind packed. Each of uality: indicating of	ng transhipment (if any), ccThe size, weights and e goods, availability or up to final destination,. es and provision of medical equipments being the package shall be contract number and date,
manufactured and sup for purchase at least f of the spare parts is d before such discontinu Further, OEM and thei		hall provide materials, informati pplied by the OEM. It shall be en for 10 years from date of supplie liscontinued sufficient advance r uation to provide adequate time ir service centres/dealers shall c and spares for the equipments	sured that the req es. In case due to a notice should be gi to purchase the r arry sufficient inve s so that the same	uired spares are available any reasons the production ven to the buyer/consigne equired spare parts etc. entories to assure ex-stock

OEM or reseller shall always accord most favoured client status to the buyer/consignee and shall give the most competitive price for spares and consumables of its machines/equipments supplied.

9. Installation, Training, Manuals: Seller shall be responsible to carry out Installation &

commissioning, Supervision and Demonstration of the goods. They shall provide required jigs and tools for assembly, minor civil works for the completion of the installation and Training of Consignee's representatives for operating and maintaining the equipment and supplying required number of operation & maintenance manual for the goods. In case the category parameters are specifying any requirements regarding the installations, training and manuals the same shall also be applicable.

- 10. **Electrical safety checking:** Sellers are required to make sure that they furnish the list of equipments for carrying out routine and preventive maintenance to buyer/consignee. They should make sure to periodically check the electrical safety aspects as per BIS Safety Standards or equivalent .In case they do not have required equipment for such testing should ensure that the equipments checked for electrical safety compliance through labs with facilities for such checking during every preventive maintenance call.
- 11. **Software:** All software updates should be provided free of cost during warranty period.
- 12. Any other Terms and Conditions which is not included or at variance with the conditions specified in STC/GTC, may be added by the buyer through Additional Terms and Conditions in the bid to ensure items are procured from authentic/validated source with appropriate and applicable quality. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede specific STC which shall supersede General Terms and Conditions ("GTC"), whenever there are any conflicting provisions.

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

- 1. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
- 2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

File no:- NEIGR/S&P/R-04/2019-20/Pt V

Approved in 42nd SFC and 69 th Procurement Committee Agenda C-6/69

Sc	Scope of work & Document details	
A	Following mandatory documents must be attach ed in the bid document as specified, failing which bid will be treated as" non-responsive"	
1	Cost of spares, consumables and accessories not cover ed under warranty and CMC period shall be offered as p ercentage value of the system/Unit in the Technical Bid Additional Doc1 (Requested in ATC) "	
2	Documents with regard to Details compliance statemen t to be attached At " Additional Doc	
	2(Requested in ATC)"	
3	Documents with regard to Original Literature, Product catalogue, technical datasheet from the firm/O.E.M wit h Highlighting as per the technical specification must a ttach At "Additional Doc 3(Requested in ATC)"	

4	Documents with regard to list of Offering/Quoted items mentioning make, model & quantity of each items mus t be "Additional Doc 4(Requested in ATC) "
5	Component wise pricing of all equipment/turnkey/electr ical/accessories/HVAC etc ,
	must be submitted in the " Financial Document " . <i>Not</i> <i>in technical Bid</i>
	Any Detail price bid/Component wise pricing should n ot be attached in the technical bid ,failing which bid wil I be consider as "Techno Commercially Non Respon sive "
в	Warranty and Maintenance
1	Warranty for 2 years followed by CMC for 8 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
2	Mandatory 2 PMs / Year with unlimited breakdown calls has to be attended by the Bidder/manufacturer throughout the warranty & CMC p eriod at site.i.e. NEIGRIHMS, SHILLONG.
2 3	has to be attended by the Bidder/manufacturer throughout the warranty & CMC p
	has to be attended by the Bidder/manufacturer throughout the warranty & CMC p eriod at site.i.e. NEIGRIHMS, SHILLONG. Duly signed Mandatory PM reports has to be submitt

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 resell er(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 relev ant contracts to be submitted along with bid in support of having supplie d some quantity during each of the year. In case of bunch bids, the prim ary 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 applica ble as per scope of supply) is to be carried out by OEM / OEM Certified re source 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 t he successful installation and commissioning of the goods supplied. Besid es standard accessories as per normal industry practice, following access ories must be part of supply and cost should be included in bid price: All t he items and accessories as per Technical Specification.

7. Generic

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

8. Scope of Supply

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

9. Turnover

Bidder Turn Over Criteria: The minimum average annual financial turno ver of the bidder during the last three years, ending on 31st March of th e previous financial year, should be as indicated in the bid document. D ocumentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Ac countant 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 in to 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 Ba lance Sheets of relevant periods or a certificate from the Chartered Acco untant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / in corporation of the OEM is less than 3 year old, the average turnover in re spect of the completed financial years after the date of constitution shall be taken into account 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 sal es service support in India. The certificate to this effect should be submit ted.

12. Purchase Preference (Centre)

As per DPIIT notification at the time of e-tender , bidding or solicitation th e bids shall be required to indicate percentage of local content and provid e self-certification (by Director/ Company Secretary) and also give detail s 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) d efines local content as

Local content' means the amount of value added in India which shall, unle ss 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 an d "Value of

imported content" means price of imported content inclusive of all custo ms duties

Question2. How to calculate Local Content in bids involving supply of mult iple 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" + Sal e price of "X2" + Sale price of "X3")

13. Service & Support

Availability of Service Centres: Bidder/OEM must have a Functional Servi ce Centre in the State of each Consignee's Location in case of carry-in w arranty. (Not applicable in case of goods having on-site warranty). If serv ice 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. Pa yment 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 mus t have Dedicated/toll Free Telephone No. for Service Support.

15. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalati on 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 certif icates / 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/ C DSCO Indian certification or alternate certification as recognized by Gover nment 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 certific ates 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 p eriod, it will provide Comprehensive Maintenance Service for next 8 yea rs for the offered products at the rate not more than 5% of contract pric e 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 CM C period. Performance Security of the successful bidder shall be forfeite d if it fails to accept the CMC contract when called upon by the buyer. C MC would include cost of all the spares Including UPS, PC, battery, Print er, Probes & upgradation of System Software & third party Software (Up load 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 2 years from the date of final acceptance of goods or after completion of installation, commissionin g & testing of goods (if included in the scope of supply), at consignee loca tion. OEM Warranty certificates must be submitted by Successful Bidder a t the time of delivery of Goods. The seller should guarantee the rectificati on of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubl eshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are t o be uploaded along with the bid.

23. Warranty

Over and above the normal Warranty terms as per GeM GTC, the successf ul bidder / OEM shall have to provide Comprehensive Warranty during the entire Standard warranty period as per contract. : The comprehensive wa rranty shall be covering the following scope all the spares Including UPS, PC, battery ,Printer ,Probes & upgradation of System Software & third par ty Software (Upload an undertaking with the bid confirming compliance b y 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 atte nding to the Service Request in a time bound manner and for ensuring Ti mely Servicing / rectification of defects during warranty period, as per Ser vice level agreement indicated in the relevant clause of the bid.

25. Warranty

Timely Servicing / rectification of defects during warranty period: After ha ving been notified of the defects / service requirement during warranty pe riod, Seller has to complete the required Service / Rectification within 3 d ays' time limit. If the Seller fails to complete service / rectification with def ined time limit, a penalty of 0.5% of Unit Price of the product shall be char ged as penalty for each week of delay from the seller. Seller can deposit t he penalty with the Buyer directly else the Buyer shall have a right to rec over all such penalty amount from the Performance Security (PBG). Cumu lative Penalty cannot exceed more than 10% of the total contract value af ter which the Buyer shall have the right to get the service / rectification d one from alternate sources at the risk and cost of the Seller besides forfei ture of PBG. Seller shall be liable to re-imburse the cost of such service / r ectification 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 th e 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. Forms of EMD and PBG

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

28. 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 sa nction 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 ensur e delivery of hardcopy to the Buyer within Bid End date & time / Bid Openi ng date & time.

29. Forms of EMD and PBG

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

30. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / in ternet banking in Beneficiary name NEIGRIHMS EMD SECURITY DEPOSIT S Account No. 3027020000027 IFSC Code BARB0MAWDIA Bank Name BANK OF BARODA Branch address MAWDIANGDIANG, SHILLONG-79301 8, MEGHALAYA . Bidder to indicate bid number and name of bidding ent ity in the transaction details field at the time of on- line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer alon g with bid.

31. Forms of EMD and PBG

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

Forms of EMD and PBG 32.

Successful Bidder can submit the Performance Security in the form of Fixe d 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 SECU RITY 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 fa vour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidde r has to upload scanned copy of the FDR document in place of PBG and ha s to ensure delivery of hard copy of Original FDR to the Buyer within 15 da ys of award of contract.

Forms of EMD and PBG 33.

Successful Bidder can submit the Performance Security in the form of Pay ment online through RTGS / internet banking also (besides PBG which is al lowed as per GeM GTC). On-line payment shall be in Beneficiary name NEI GRIHMS EMD SECURITY DEPOSITS Account No. 30270200000027 IFSC Co de BARBOMAWDIA Bank Name BANK OF BARODA Branch address MAWDI ANGDIANG, SHILLONG-793018, MEGHALAYA. Successful Bidder to indicat e Contract number and name of Seller entity in the transaction details fiel d at the time of on-line transfer. Bidder has to upload scanned copy / proo f of the Online Payment Transfer in place of PBG within 15 days of award of contract.

29. RELATIONSHIP CERTIFICATE in Bidder, s letter Head with detail Declara tion must be submiited in the following format"It is certified that I/We, the undersigned, do(With Detail name & details)/do not have relationshipwith any of the employees working at NEIGRIHMS. The above statement is tru e and is submitted against the Gem Tender Enquiry_____Dated _____,

Date: _____

(Signature) Name of the Company/Firm Seal

30.In case of need of fulfilment of statutory requirement for receipt/Install ation /Operation of stores /system such as AERB clearance /approval, PC-PNDT, Clearance from fire department, environmental /Site clearance etc ,the delivery/installation period shall commence from the date of obtainin g such clearance .

31.In order to ensure provision of services(cmc) ,spares, consumables ,rea gents for the quoted system as per condition bidding and to ensure comp liance as per the provisions of the Contract Acts as amended from time to time, a triparted agreement is required to be concluded in prior to Final A cceptance of the store/System .

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

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

- 1. Comprehensive Annual Maintenance Contract must include Labour, sp ares & Preventive Maintenance of all the excluding of battery, Accessor ies/Consumables
- 2. The terms and conditions of the tender and the agreement executed wi II be binding on the vendor/contractor. This offer is being issued in accor dance with the terms & conditions of NEIGRIHMS /Government of India a nd in the manner specified herein shall operate to create a specific cont ract 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 th e 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 th e CMC holder.

- **5.** Tenderer/Vendors/contractor is responsible to provide electrical and pa tient safety certificate after major repair of equipment which are used fo r direct patient care.
- **6.** The system must be checked & calibrated after every spare changes a nd detail service report 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 sy stem needs to send to workshop for any major repair.
- **9.** Receipt of this offer may be acknowledged and a copy duly signed/sta mped by the authorized signatory should be submitted before finalizatio n of the agreement.
- **10.** The Performance security shall be denominated in any one of the form s namely Account Payee Demand Draft or Fixed Deposit Receipt drawn f

rom any nationalized bank in India or Bank Guarantee issued by a nationalized bank in India, pledge in favor of Deputy Director, NEIGRIHM S, 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 Guarant ee will be upto 2 months beyond CMC period.

11. It may also be noted that there should be n o negligence in providing services of any type, if any, complaint is received the contract will b e 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 sy stem during CMC period, failing which the initiate shall initiate stern acti on, as deemed fit.
- **13.** During Comprehensive Maintenance Contract period, the supplier shall visit at each consignee's site for preventive maintenance including testi ng and calibration as per the manufacturer's service/ technical/ operatio nal manual. The supplier shall visit each consignee site as recommende d in the manufacturer's manual, but at least once in 6 months commenc ing from the date of the successful completion of warranty period for pr eventive maintenance of the goods.
- 14. Processing of bill may be considered on yearly basis with satisfactory r eport from the user department. The AMC/CMC bills should be certified by the concerned Head of the Department/ In- Charge , BME and the res pective DMS/MS.
- **15.** Software updates should be provided free of cost during CMC. The first service call by the team of service engineers should be within 7 days of i ssue of this order.
- **16.** Settlement of disputes Director, NEIGRIHMS or his authorized represe ntative shall be the final authority in all disputes and decision will be bin ding on all concerned.
- **17.** All other terms & conditions are as per award of contract mentioned in p re-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.

3. Buyer Added Bid Specific ATC

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

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

- 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. (However, in bids for <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

Additional Clause For Comprehensive Maintenance Charges

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

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

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

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

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

6.While creating a bid or RA, buyers shall indicate whether CMC is required against Yes/No" options. If CMC Charges are included, an option for number of years for CMC required after the warranty period shall be available.Under this option up to 10 years can be chosen for CMC charges beyond warranty period. 7.In case the bid has a provision for CMC, the warranty of the product will also be deemed to have been

converted into Comprehensive warranty including preventive maintenance and calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, during the Warranty Period also. Sellers are therefore advised to include the cost of Comprehensive Warranty including spares (excluding consumables) also in product Cost.

8. The CMC functionality shall be available in bid only and no direct RA shall be applicable. In case of bid to R/A

decrement rules shall be applicable on total price inclusive of CMC charges. Bunching of products shall not be available while creating bids with CMC charges.

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

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

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

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

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

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

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

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

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

(i) Number of years for which CMC required.

(ii) Number of years of product warranty

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

Total Cost for evaluation=

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

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

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

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

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

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

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

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश को विडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का वोह सी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर का इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कान्ट्रन के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---