बिड संख्या/Bid Number: GEM/2026/B/8150932
दिनांक /Dated: 13-10-2026

## बिड दस्तावेज़ / Bid Document

| बिड विवरण/Bid Details | |
|---|---|
| बिड बंद होने की तारीख/समय /Bid End Date/Time | 12-11-2026 18:00:00 |
| बिड खुलने की तारीख/समय /Bid Opening Date/Time | 13-11-2026 18:00:00 |
| बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date) | 180 (Days) |
| मंत्रालय/राज्य का नाम/Ministry/State Name | Ministry Of Health And Family Welfare |
| विभाग का नाम/Department Name | Department Of Health And Family Welfare |
| संगठन का नाम/Organisation Name | North Eastern Indira Gandhi Regional Institute Of Health And Medical Sciences (neigrihms) |
| कार्यालय का नाम/Office Name | Neigrihms, Shillong |
| शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal | HOD Email id :director-neigrihms@gov.in<br>Buyer Email id: harendra.dey@nic.in |
| कुल मात्रा/Total Quantity | 60 |
| वस्तु श्रेणी /Item Category | Syringe Infusion Pump (Q2) |
| बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years) | 18 Lakh (s) |
| मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years) | 18 Lakh (s) |
| उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service | 3 Year (s) |
| टर्नओवर पात्रता मानदंड/Turnover eligibility criteria | To be verified by the buyer at the time of technical evaluation |
| टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Turnover | Yes \| Partial \| Turn over value - 14 (in lakhs) |
| टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Turnover | Yes \| Partial \| Turn over value - 14 (in lakhs) |

| बिड विवरण/Bid Details | |
|---|---|
| विक्रेता से मांगे गए दस्तावेज़/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<br>*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 |
| क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid? | Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in) |
| बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension | 2 |
| दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended | 10 |
| ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count | 1 |
| विगत प्रदर्शन /Past Performance | 30 % |
| बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled | No |
| व्यापक रखरखाव शुल्क आवश्यक / Comprehensive Maintenance Charges Required | Yes |
| बिड का प्रकार/Type of Bid | Two Packet Bid |
| तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation | 4 Days |
| निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM) | No |
| मूल्यांकन पद्धति/Evaluation Method | Total value wise evaluation |
| वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required | Yes |
| मध्यस्थता खंड/Arbitration Clause | No |
| सुलह खंड/Mediation Clause | No |

ईएमडी विवरण/EMD Detail

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|---|---|
| एडवाईजरी बैंक/Advisory Bank | Bank Of Baroda |
| ईएमडी राशि/EMD Amount | 100000 |

**ईपीबीजी विवरण /ePBG Detail**

| | |
|---|---|
| एडवाइजरी बैंक/Advisory Bank | Bank Of Baroda |
| ईपीबीजी प्रतिशत (%)/ePBG Percentage(%) | 3.00 |
| ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months). | 26 |

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

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

**लाभार्थी /Beneficiary :**
Deputy Director (Admin)
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)

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

**एमआईआई खरीद वरीयता / MII Purchase Preference**

| | |
|---|---|
| एमआईआई खरीद वरीयता / MII Purchase Preference | Yes |
| मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers availabele upto price within L1+X% | 20 |
| मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference | 50 |

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|---|---|
| सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time) | Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time) |

**एमएसई खरीद वरीयता/MSE Purchase Preference**

| | |
|---|---|
| एमएसई खरीद वरीयता/MSE Purchase Preference | Yes |
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X% | 15 |
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference | 25 |

1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
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 of the product offered in the bid {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 and delivery acceptance certificates like CRAC 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 will be allowed to participate .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 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

7. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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. 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 in case of product bids, whereas in case of services the eligibility is automatically validated. 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.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. 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.

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

List of Accessories - 1791811303.xlsx

**Pre Bid Detail(s)**

| मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time | प्री-बिड स्थान/Pre-Bid Venue |
|---|---|
| 22-10-2026 16:00:00 | Prebid meeting /TEC/Price Neogotiation committee meeting<br>Thursday, 15 September · 16:00 – 17:30<br>Time zone: Asia/Kolkata<br>Google Meet joining info<br>Video call link: https://meet.google.com/dgi-izmu-zzg |

## Syringe Infusion Pump ( 60 pieces )

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

**तकनीकी विशिष्टियाँ /Technical Specifications**

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

| विवरण/Specification | विशिष्टि का नाम /Specification Name | बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values) |
|---|---|---|
| PRODUCT INFORMATION | **Operating Modes** | Flow Rate Mode, Volume and Time, Rate and Time, Weight Mode, Sequence Mode |
| | **Flow rate Range in ml/hr** | 0.01 - 1500 ml/hr, 0.1 - 1500 ml/hr, 0.01 - 2000 ml/hr, 0.1 - 2000 ml/hr Or higher |
| | **KVO (Keep Vein Open) Rate in ml/hr** | 0.1 to 5 ml/hr adjustable, step 0.1ml/h, 0.1 to 3 ml/hr adjustable, step 0.1ml/h |
| WARRANTY | **Warranty in Years (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)** | 1, 3, 5 Or higher **(year)** |

| **व्यापक रखरखाव / Comprehensive Maintenance** | |
|---|---|
| Comprehensive Maintenance ( Minimum Percentage ) | 3 % |
| Comprehensive Maintenance ( Maximum Percentage ) | 25 % |
| Warranty of required product | 2 Year |
| Comprehensive Maintenance Duration (Post Warranty) | 6 Year |

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

**Additional Specification Parameters - Syringe Infusion Pump ( 60 pieces )**

| Specification Parameter Name | Bid Requirement (Allowed Values) |
|---|---|
| Detail technical specifications in the “Buyer uploaded ATC document “ due to space constraint | 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 |
| Original Literature, Product catalogue, technical Datasheet | Documents with regard to Original Literature, Product catalogue, technical Datasheet from the firm/O.E.M with Highlighting as per the technical Specification along with compliance staement must attach ,Failing which bid will be treated as "NON Responsive |

| Specification Parameter Name | Bid Requirement (Allowed Values) |
|---|---|
| Buy back | The buyback value of the system /assets should also be indicated in the ATC-1 & financial Document and the final unit price quoted will be cosidered as inclusive of indicated buy back value .The buyback value should essentially cover the Minimum Reserve Declared Value. |

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

**उपरोक्त मद के लिए इंस्टॉलेशन कमीशनिंग एंड टेस्टिंग (आईसीटी) का विवरण / Installation Commissioning and Testing (ICT) details for the above item:**

| | |
|---|---|
| % of Product Cost Payable on Product Delivery | 90% |
| Min Cost Allocation for ICT as a % of product cost | 10% |
| Number of days allowed for ICT after site readiness communication to seller | 30 Days |

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

| क्र.सं./S.No. | परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|---|---|---|---|---|
| 1 | Khrawkupar Jithod Katrai | 793018,P.O. NEIGRIHMS, Mawdiangdiang, Shillong | 60 | 90 |

**Special terms and conditions-Version:2 effective from 27-03-2026 for category Syringe Infusion Pump**

1. 1. All Provisions of Drugs and Cosmetics Act, 1940 and Rules (including Medical Device Rule 2017) made there under as amended till date will always be applicable. This will include all notifications issued by Central Drugs Standard Control Organization (CDSCO), Ministry of Health & Family Welfare (MoHFW) and Department of Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers time to time in this regard.
   2. The sellers are registered on GeM based on self declaration of valid Medical Device License, product certification, test reports etc. However, buyers must check and validate the details at their end for all applicable licenses and certifications e.g., validity and authenticity/genuineness of Medical Device license, product certification, manufacturer certification/licenses, test reports etc.
   3. In case of authorized resellers/distributors, it will be the legal & regulatory liability of the manufacturer to ensure that their resellers/distributors are operating in compliance with all relevant laws and regulations and are properly licensed to sell the manufacturer's products, including verifying the validity and authenticity of Medical Device license held by them.
   4. The price offered by the seller/bidder shall not, in any case exceed the DPCO/NPPA controlled price or price fixed by State Government, if any. The seller must reduce the prices if there is any reduction in DPCO/NPPA ceiling price or price fixed by State Government, if any.
   5. 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 (ATC) 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.
   6. **Comprehensive warranty:** Comprehensive warranty shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares. During the warranty period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in

the manufacturer's technical/ service /operational manual, at least once in six months. warranty shall not be including the consumables. Further there will be 98% uptime warranty during warranty period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend warranty period by double the downtime period.

7. **Service centres:** Details of Service outlets in India to render services for equipment to be furnished to buyer/consignees with complete address, telephone numbers, e mails etc at time of making the supplies. It shall be the responsibility of seller to ensure that authorized service centres are available to cater to the areas where supplies are made within reasonable distance from where the service calls can be handled. Details of toll-free numbers for service call and online registration of service requests also to be provided buyer/consignee at the time of supplies.
8. **Source of supply:** It shall be responsibility of seller to provide Documents regarding source of equipments such as copy of Performa invoice or any other documents to establish that the products supplied are manufactured by OEM indicated and sourced from them.
9. **Packing and Marking:** Medical equipments being very delicate and sensitive packing for the goods should be strong and durable enough to withstand transit including transhipment (if any), rough handling, open storage etc. without any damage, deterioration etc. .The size, weights and volumes of the packing cases, remoteness of the final destination of the goods, availability or otherwise of transport and handling facilities at all points during transit up to final destination,. Quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall take into consideration the type of medical equipments being supplied. The accessories shall be suitably labelled and packed. Each of the package shall be marked on three sides with indelible paint of proper quality: indicating contract number and date, brief description of goods including quantity, Packing list reference number, country of origin of goods and any other relevant details.
10. **Spare Parts:** Seller shall provide materials, information etc. pertaining to spare parts manufactured and supplied by the OEM. It shall be ensured that the required spares are available for purchase at least for 10 years from date of supplies. In case due to any reasons the production of the spare parts is discontinued sufficient advance notice should be given to the buyer/consignee before such discontinuation to provide adequate time to purchase the required spare parts etc. Further, OEM and their service centres/dealers shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the equipments so that the same are available. OEM or reseller shall always accord most favoured client status to the buyer/consignee and shall give the most competitive price for spares and consumables of its machines/equipments supplied.
11. **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.
12. **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.
13. **Software:** All software updates should be provided free of cost during warranty period.

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

1. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

   **North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences**

   (An Autonomous Institute, under Ministry of Health and Family Welfare, Government of India)

   Director’s Block, Mawdiangdiang, Shillong -793 018 (Meghalaya)

   Store & Procurement Section; Email: store.dept@neigrihms.gov.in;

   Tele Fax: (0364) 2538032/2538013/2538003/2538010; www.neigrihms.gov.in

**Reference**: File No: STOPRO-DISP/4/2025-Stores (Computer No. 137) ·

File No: STOPRO-DISP/4/2025-Stores (Computer No. 4208) ·

Agenda 79th Procurement Committee held on 18th March, 2025 vide agenda no C-24/79 for Disp osal of S yringe Infusion Pumps for various departments and processing of 60 units of Syringe Infusion P umps on bu y back basis with two-years warranty and eight Years CMC. ·

Description of Items: Processing of Syringe Infusion Pumps- 60 units against buy back procured for various departments vide order no OT-559/11-12 in 2011 & vide OT-379/14-15, OT-998/13-14 in 2013-14, on a buy -back on as is where basis is. In specification mention of any other Insisute be read as NEIGRIHMS, Shillong

**Buy Back Details**

Minimum Reserve Declared Value

1. Syringe Pump Procured vide order no Syringe infusion pump a s vide order no OT-559/ 11-12 in 2011 & vide OT -379/14-15, OT-998/13-1 4 in 2013-14, on a buyback on as is where is basis

Minimum Reserve Declared Value: ₹ Rs 2,50,000

Note: -

The price offered in the e-price bid /BOQ shall be considered as inclusive of the buyback value.

- The buyback value of the system /assets should also be indicated in the ATC-1 & financial Document as percentage of the offered FOB /Basic Cost of the system /assets in order to arrive at Book /Reserve value f or the record of the Institute.

- The buyback value should essentially cover the Minimum Reserve Declared Value.

-The Institute reserve the right to trade or not to trade the old existing machines offered while purchasing a new one

Buyer Added Bid Specific Terms and Conditions: -

A. Following mandatory documents must be attach in the bidding document/s as specified, failing wh ich bid will be treated as incomplete

1. Cost of spares, consumables and accessories not covered under warranty and CMC period shall be offered as percentage value of the system/unit in the Technical Bid ATC1/2. However, warranty includ es all the spares including probes mentioned in the technical specification.

2. Documents with regard to details compliance statement to be attached at Additional Doc 2 (Reque sted 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 offerred;Additional Doc 3 (R equested in ATC)offerred;

4. Documents with regard to list of Offering/Quoted items mentioning make, model &make; quantity of each store must be offerred; Additional Doc 4(Requested in ATC) offered.

5. Component wise pricing of all equipment/turnkey/electrical/accessories/HVAC etc, must be submitt ed in the “Financial Document” and not in technical Bid. Any detail price bid/Component wise pricing should not be attached in the technical bid, failing which bid will be consider as “Techno Commerciall

y Non Responsive”

6. Turnkey scope includes vinyl flooring, wall partitions and alterations as per drawings /as finalised b y user , and metal ceiling installation as per bid document; electrical wiring,lighting as per bid docum ent; other fittings as required for installation of the equipment across the entire area specified .

B. Warranty and Maintenance:

1. Warranty for 2 years followed by CMC for 8 years including spares as per bid document; 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 have to be attended by the Bidder/manufac turer throughout the warranty as per bid document; CMC period at site.i.e. NEIGRIHMS, SHILLONG

3. Duly signed Mandatory PM Reports must be submitted periodically falling which necessary action will be initiated as per termas per bid document; condition of the tender.

C. Scope of work

1. The bidder has to mandatorily quote for all the items /stores mentioned in the Technical Specificati on as per bid document; Scope of Work , failing which bid will be treated as Non-Responsive offer.

2. Prices of all accessories (reagents, consumables, controls closed/ open etc) need to be clearly indic ated as % of the total price in the technical bid Technical Bid ATC1/2 and will be consider for evaluatio n as in BOQ or else bid will be treated as non responsive offer. The CMC cost offered from 3 rd to the 10 th year to be indicated in the ATC and shall be quoted in percentage (inclusive of GST) and shall n ot exceed 5% of the system cost.

3. E-bidder must adhere to Government of India, Ministry of Finance, PPD division Public procurement order OM F.No.6/18/2019-PPD dated 23$^{rd}$ july,2020 inserting Rule 144(XI) in GFR 2017 No 1 dated: 23 /7/2020 and subsequent Orders No 2 as per bid document; 3 or as amended from time to time , failing which the bids shall be treated as non-responsive.

D. Buyer Added Bid Specific Terms and Conditions:-

1. Generic

End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, it shall b e 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 Organizatio n / 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, Manufac turers Authorization Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No etc required to be furnished along with the bid.

6. Generic

The successful bidder has to supply all essential accessories required for the successful installation an

d 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 an d accessories as per Technical Specification.

7. Generic

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

8. Scope of Supply & Payment:

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissionin g of Goods ,Training of operators and providing Statutory Clearances required (if any). Price bid shoul d be offered preferably in Indian rupees even for Global tender as per guidelines. In case of other noti fed currency, conversion rate a per RBI selling rate shall be applicable as per the closing date of subm ission of bids or as per GeM guidelines and all charges except opening charges for 90 day credit L/C s hall be borned by the seller with all duties, taxes and cost within Inida to be offered in Indian rupees. 90% against delivery certified by users as per specifications and balance 10 % against final Installatio n commissioning and training at site.Total cost on DDP NEIGRIHMS basis and basic cost being FOB co st.

9. Turnover

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the las t three years, ending on 31st March of the previous financial year, should be as indicated in the bid d ocument. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods o r 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 b idder is less than 3 year old, the average turnover in respect of the completed financial years after th e 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 pro duct during the last three years, ending on 31st March of the previous financial year, should be as ind icated 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 turno ver details for the relevant period shall be uploaded with the bid. In case the date of constitution / inc orporation of the OEM is less than 3 year old, the average turnover in respect of the completed financi al years after the date of constitution shall be taken into account for this criteria. In case of bunch bid s, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this crit erion.

11. OEM

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a r egistered office in India to provide after sales service support in India. The certificate to this effect sh ould 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 i ndicate percentage of local content and provide self-certification  (by Director/ Company Secretary) a nd also give details of the location/s at which value addition is made offerred. Since the bidder here is not the local supplier, the same was required to be obtained from the offerred; 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 N odal 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 d uties) 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 conten t” 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 bidde r?

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 p rice of “X1” + Sale price of “X2” + Sale price of “X3”)

MII- Declaration-To be printed on company’s letter head.

LOCAL CONTENT DECLARATION FORM (if applicable) No_____ Date:_____

To,

The Director,

North Eastern Indira Gnadhi regional Institute of Health & medical Science, Shillong-793018, Meghala ya

Subject : Declaration regarding local content Reference : i. DPIIT notification no. F-45021/2/2017-PP(B E-II)-Part(4)Vol.II dated 19.07.2024 and any amendment thereon. ii. DPIIT(PPE), Ministry of Commerce , GoI, notification no. P-45021/102/2019-PP(BE-II) (E-29930) dated 26.11.2020 , 4 March 2021 (and an y amendment thereof) iii. Tender no._____ iv. Our quotation no_____ _____dated_____

Dear Sir,

With reference to the above notifications of DPIIT, Ministry of Commerce & Industry, Govt of India, we hereby declare we have seen and understood the provisions of referred notifications and accordingly, the following is declared

1. We are the manufacturer/ we have done value addition in the quoted item w.r.t. (choose either one ) for the items mentioned in above referred quote

2. We have authorized Mr./Ms _____(name)_____designation_____ _____ of our company for giving declaration regarding local content w.r.t.the referred DPIIT notificatio n(s) and any amendment thereon. Our company owns the responsibility for the signature of above off icial regarding local content being declared herewith. Now onward above-mentioned signatory will co rrespond with your department regarding local content. We understand that the local content is not cl aimed by us on the basis of profit, warehousing, marketing, logistics, freight, transportation, insuranc e, installation, commissioning, training, after sales services, AMC/CAMC, Locally sourced imported ite ms (including tax, license/royalties paid/technical expertise cost etc sourced from outside india, for re selling the repackaged/refurbished/rebranded imported products etc. as local value addition.

3. The local content in our referred item's quote is _____% as per above notification of DPIIT.

4. We are Class (I or II) (bidder to choose either one) supplier as per DPIIT Notifications.

5. Local content value addition is at place _____

6. We understand that false declaration of local content % age w.r.t. above DPIIT order will be in brea ch of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules (GFR) 2017 for which the bidder or its successors can be debarred for upto two years as per Rule 151(iii) of GFR along with such other action as may be permissible under law.

Thanking you.

Yours faithfully

Name

:_____ Signature_____

Company seal_____

Date:

Place:

13. Service as per bid document; Support Availability of Service Centres: Bidder/OEM must have a Fun ctional Service Centre in the State of each Consigneess Location in case of carry-in warranty. (Not app licable in case of goods having on-site warranty). If service center is not already there at the time of b idding, 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 Servic e Centre.

14. Service as per bid document; Support Dedicated /toll Free Telephone No. for Service Support : BID DER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

15. Service as per bid document; Support

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

16. Certificates

Bidders offer is liable to be rejected if they do not upload any of the certificates / documents sought i n 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 as per bid document; 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 g iven in the bid document.

20. Buyer Added Bid Specific ATC Buyer Added text based ATC clauses

20.1. Bidder/OEM must have successfully supplied, installed & commissioned same/ similar make & m odel to any government or government funded organization in India. Bidder to submit purchase order of the same with all fields visible in Purchase Order.

20.2. Customer list of same/similar model as quoted to NEIGRIHMS, Shillong must be provided by bid der.

20.3. Pre-bid meeting details may be seen in the tender document attached in buyer added bid specif ic ATC.

20.4. The bidder must submit the tender only after publication of outcome of pre-bid meeting.

21. Warranty

Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide Comprehe nsive Maintenance Service for next 8 years for the offered products at the rate not more than 5% of c ontract 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 perio d. 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, Pr inter, Probes as per bid document; upgradation of System Software as per bid document; third party S oftware (Upload the undertaking). The original Performance Security of contract will be returned only after submission and verification of CMC Performance Security for 3% of total CMC value valid up to C MC period plus 2 months (if there is no other claim).

22. Warranty

Warranty period of the supplied products shall be 2 years (or as indicated in the technical specificatio n /GeM condition) years from the date of final acceptance of goods or after completion of installation, commissioning as per bid document; testing of goods (if included in the scope of supply), at consigne e location. Successful Bidder must submit OEM Warranty certificates 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. S eller should have well established Installation, Commissioning, Training, Troubleshooting and Mainten ance Service group in INDIA for attending the after sales service. Details of Service Centres near consi gnee 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 t o 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, batter y ,Printer ,Probes as per bid document; upgradation of System Software as per bid document; third pa rty Software (Upload an undertaking with the bid confirming compliance by the bidder if Bidder is taki ng onus of this compliance. In case OEM is taking onus of this compliance, OEM undertaking is to be u ploaded 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 a nd 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 def ects / service requirement during warranty period, Seller has to complete the required Service / Rectif ication within 3 days' time limit. If the Seller fails to complete service / rectification with defined time l imit, 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 p roof 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 in stallation / 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 sho uld be uploaded with bid. In case of bunch bids, the Category related to primary product having highe st bid value should meet this criterion

28. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of NEIGRIHMS EMD SEC URITY DEPOSITS payable at MAWDIANGDIANG, SHILLONG- 793018, MEGHALAYA . Bidder has to uploa d scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within Bid End date as per bid document; time / Bid Opening date as per bid document; 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 dem and or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of t he bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped al ong 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 B uyer within Bid End date as per bid document; time / Bid Opening date as per bid document; time.

30. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of NEIGRIHMS EMD SECURITY DEPOS ITS payable at MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA . Bidder has to upload scanned co

py / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within within B id End date as per bid document; time / Bid Opening date as per bid document; 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 BARB0MAWDIA Bank Name BANK OF BARODA Branch address MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA . B idder 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 al so (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 c ontract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure deliv ery 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 (besi des PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of NEIGR IHMS 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 De posit, 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 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 Be neficiary name NEIGRIHMS EMD SECURITY DEPOSITS Account No. 30270200000027 IFSC Code BARB0 MAWDIA Bank Name BANK OF BARODA Branch address MAWDIANGDIANG, SHILLONG- 793018, MEGH ALAYA. Successful Bidder to indicate Contract number and name of Seller entity in the transaction de tails field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Paym ent Transfer in place of PBG within 15 days of award of contract.

( E ) Additional Terms and conditions as per bid document; Scope of Work for CMC:-

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

1. Comprehensive Annual Maintenance Contract must include Labour, spares as per bid document; Pr eventive 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 as per bid document; 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 NEIGRI HMS, 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 specified configuration and maintaining the integration on internal circuit of equipment, any deviation on configuration/ specification the repair will not be ac ceptable. After repairs, a certificate to the effect that the equipment is in working order and safe for p

atient 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.

6. The system must be checked as per bid document; calibrated after every spare changes and

detail service report must be submitted to the user as per bid document; BME.

7. Two numbers of Periodic preventive maintenance is mandatory irrespective of unlimited service /br eakdown calls.

8. Same /Similar Standby system must be provided by the bidder if the system needs to send to work shop for any major repair.

9. Receipt of this offer may be acknowledged and a copy duly signed/stamped by the authorized sign atory should be submitted before finalization of the agreement.

10. The Performance security shall be denominated in any one of the forms namely Account Payee De mand Draft or Fixed Deposit Receipt drawn from any nationalized bank in India or Bank Guarantee iss ued by a nationalized bank in India, pledge in favor of Deputy Director, NEIGRIHMS, and Shillong- 793 018 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, w ith 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 deeme d fit.

13. During Comprehensive Maintenance Contract period, the supplier shall visit at each consignee’s s ite for preventive maintenance including testing and calibration as per the manufacturer’s service/ tec hnical/ operational manual. The supplier shall visit each consignee site as recommended in the manuf acturer’s manual, but at least once in 6 months commencing from the date of the successful completi on 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 depart ment. The AMC/CMC bills should be certified by the concerned Head of the Department/ In- Charge, B ME and the respective DMS/MS.

15. Software updates should be provided free of cost during CMC. The first service call by the team of service engineers should be within 7 days of issuenof this order.

16. Settlement of disputes - Director, NEIGRIHMS or his authorized representative shall be the final au thority in all disputes and decision will be binding on all concerned.

17. All other terms as per bid document; conditions are as per award of contract mentioned in pre-pa ge.

18. Bidders are required to sign the CMC contract agreement within 15 (fifteen) days from the issue o f the letter of award/supply order, failing which EMD/security deposit may be forfeited or Contract dec lared null and void.

19. The bidder must abide by all statutory requirements of the region (Meghalaya) and trading license issued from the KHADC should be produced within 30 days after award of contract.

20. Pre bid:- E-Procurement Cell , Ground Floor, Director block, NEIGRIHMS Shillong-793018 Tel:0364-2538032/2539458 or through VC link on the seventh day from floating of bid at 1600 hrs in the E- Procurement cell, NEIGRIHMS, shillong-793018

Additional Technical Specification

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

(F) Special Terms and Conditions-

1. All Provisions of Drugs and Cosmetics Act, 1940 and Rules (including Medical Device Rule 2017) made there under as amended till date will be applicable, as per prvosions of the act/ rules. This will include all notifications issued by Central Drugs Standard Control Organization (CDSCO), Ministry of Health as per bid document; Family Welfare (MoHFW) and Department of Pharmaceuticals (DOP), Ministry of Chemicals as per bid document; Fertilizers time to time in this regard.

2. The sellers are registered on GeM based on self-declaration of valid Medical Device License, product certification, test reports etc. However, buyers must check and validate the details at their end for all applicable licenses and certifications e.g., validity and authenticity/genuineness of Medical Device license, product certification, manufacturer certification/licenses, test reports etc.

3. In case of authorized resellers/distributors, it will be the legal as per bid document; regulatory liability of the manufacturer to ensure that their resellers/distributors are operating in compliance with all relevant laws and regulations and are properly licensed to sell the manufacturers products, including verifying the validity and authenticity of Medical Device license held by them. The price offered by the seller/bidder shall not, in any case exceed the CDSCO/DPCO/NPPA controlled price or price fixed by State Government, if any. The seller must reduce the prices if there is any reduction in DPCO/NPPA ceiling price or price fixed by State Government, if any.

4. 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 (ATC) 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.

5. Comprehensive warranty: Comprehensive warranty shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares. During the warranty period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturers technical / service

/operational manual, at least once in six months. warranty shall not be including the consumables. Further, there will be 98% uptime warranty during warranty period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend warranty period by double the downtime period.

6. Service centres: Details of Service outlets in India to render services for equipment to be furnished to buyer/consignees with complete address, telephone numbers, e-mails etc at time of making the supplies. It shall be the responsibility of seller to ensure that authorized service centres are available to cater to the areas where supplies are made within reasonable distance from where the service calls can be handled. Details of toll-free numbers for service call and online registration of service requests also to be provided buyer/consignee at the time of supplies.

7. Source of supply: It shall be responsibility of seller to provide Documents regarding source of equipments such as copy of Performa invoice or any other documents to establish that OEM indicated and sourced from them manufactures the products supplied.

8. Packing and Marking: Medical equipments being very delicate and sensitive packing for the goods s

hould be strong and durable enough to withstand transit including transhipment (if any), rough handli ng, open storage etc. without any damage, deterioration etc. .The size, weights and volumes of the p acking cases, remoteness of the final destination of the goods, availability or otherwise of transport a nd handling facilities at all points during transit up to final destination, Quality of packing, the manner of marking within as per bid document; outside the packages and provision of accompanying docume ntation shall take into consideration the type of medical equipments being supplied. The accessories shall be suitably labelled and packed. Each of the package shall be marked on three sides with indeli ble paint of proper quality: indicating contract number and date, brief description of goods including q uantity, Packing list reference number, country of origin of goods and any other relevant details.

9. Spare Parts: Seller shall provide materials, information etc. pertaining to spare parts manufactured and supplied by the OEM. It shall be ensured that the required spares are available for purchase at le ast for 10 years from date of supplies. In case due to any reasons the production of the spare parts is discontinued sufficient advance notice should be given to the buyer/consignee before such discontinu ation to provide adequate time to purchase the required spare parts etc. Further, OEM and their servi ce centres/dealers shall carry sufficient inventories to assure ex-stock supply of consumables and spa res for the equipments so that the same are available. OEM or reseller shall always accord most favou red client status to the buyer/consignee and shall give the most competitive price for spares and cons umables of its machines/equipments supplied.

10. Installation, Training, Manuals: Seller shall be responsible to carry out Installation as per bid docu ment; commissioning, Supervision and Demonstration of the goods. They shall provide required jigs a nd tools for assembly, minor civil works for the completion of the installation and Training of Consigne es representatives for operating and maintaining the equipment and supplying required number of op eration as per bid document; maintenance manual for the goods. In case the category parameters sp ecify any requirements regarding the installations, training and manuals the same shall also be applic able.

11. 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 electric al safety aspects as per BIS Safety Standards or equivalent.In case they do not have required equipm ent for such testing should ensure that the equipment checked for electrical safety compliance throu gh labs with facilities for such checking during every preventive maintenance call.

12. Software: All software updates should be provided free of cost during the warranty

period.

13. Triparted Agreement in-between NEIGRIHMS, Bidder (If OEM authorised bidder) and OEM should b e submitted in the judicial stamp paper within 21 days of the award with regard to provision of services through the warranty as per bid document; CMC period.

14. The bidder must comply with all necessary statutory and regulatory licenses, including labour lice nses, trade licenses, and any other approvals required by the local authorities in accordance with app licable laws.

[CVC’s Circular No. 06.06.2023; dated: 14.06.2023 /GFR 2017, Rule 175 (offerred;Code of Integrity off erred;)]

INTEGRITY PACT (to be executed on a non-judicial Stamp Paper of Rs 100 and applicable for all tender s) This INTEGRITY PACT is made and executed at on this day of (Year).

BETWEEN

North Eastern Indira Gandhi Regional Institute of Health as per bid document; Medical Sciences (NEIG RIHMS), having its permanent campus located at Mawdiangdiang, Shillong - 793018 (hereinafter refer

red to as “NEIGRIHMS” which terms or expression shall, unless

excluded by or repugnant to the subject or context, mean and include its successor-in- office, adminis trators or permitted assignees) of the

First Part;

AND

M/s (Name and Address of Individual/Firm/Company), through , (insert name and designation of the O fficer/Representative/Authorized Signatory), having its office at (hereinafter referred to as “The Bidde r

/Contractor” which terms or expression shall, unless excluded by or repugnant to the subject or conte xt, mean and include its successor in-office, administrators or permitted assignees) of the Second Par t;

WHEREAS NEIGRIHMS has floated the Tender, vide No: (hereinafter

referred to as “Tender /Bid”) and intends to award, under laid down organizational procedures, for - ( Name of the Work /Goods /Services), vide No:

(GeM Bid number with date) hereinafter referred to as “The Contract”.

AND WHEREAS NEIGRIHMS values full compliance with all relevant laws of the land, rules, regulations , economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Con tractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (herein referred to as “Integrity Pact” or “Pact”), the terms and conditions shall also be re ad as integral part and parcel of the Tender /Bid documents and Contract between the parties.

NOW THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agr ee as follows and this Pact witnesses as under;

1. Commitments of NEIGRIHMS:-

NEIGRIHMS undertakes that no official of NEIGRIHMS, connected directly or indirectly with the contrac t, will demand, take a promise for or accept, directly or through intermediaries, any bribe, considerati on, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDE R, either for themselves or for any person,

organisation or third party related to the contract in exchange for an advantage in the bidding proces s, bid evaluation, contracting or implementation process related to the contract.

NEIGRIHMS will, during the pre-contract stage, treat all BIDDER alike, and will provide to all BIDDER th e same information and will not provide any such information to any particular BIDDER which could af ford an advantage to that particular BIDDER in comparison to other BIDDER /TENDERER.

All the officials of NEIGRIHMS will report to the appropriate Government office any attempted or comp

leted breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to NEIGRIHMS with full and verifiable facts and the same is prima facie found to be correct by NEIGRIHMS, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by NEIGRIHMS and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by NEIGRIHMS the proceedings under the contract would not be stalled.

3. Commitments of BIDDER:-

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of NEIGRIHMS, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of NEIGRIHMS or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

BIDDER shall disclose the name and address of agents and representatives and Indian

BIDDER shall disclose their foreign principals or associates.

BIDDER shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.

The BIDDER further confirms and declares to NEIGRIHMS that the BIDDER is the original manufacturer / integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to NEIGRIHMS or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of NEIGRIHMS or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by NEIGRIHMS as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier.

The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of NEIGRIHMS, or alternatively, if any relative of an officer of NEIGRIHMS has financial interest/stake in the BIDDERs firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The terms relative/s for this purpose would be as defined in Section 6 of the Companies Act, 1956.

The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of NEIGRIHMS.

4. Previous Transgression:-

The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDERs exclusion from the tender process.

The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit):-

5.1 -While submitting commercial bid, the BIDDER shall deposit an amount (as specified in the Bid /Tender document) as Earnest Money/Security Deposit, with NEIGRIHMS, as specified in the Bid /Tender document. The Earnest Money /Security Deposit shall be valid for a period of (as specified in the Bid / Tender document) or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and NEIGRIHMS, including warranty period, whichever is later.

In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond /Security in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond /Security in case of a decision by NEIGRIHMS to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

No interest shall be payable by NEIGRIHMS to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

6. Sanctions for Violations:-

Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle NEIGRIHMS to take all or any one of the following actions, wherever required:

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and / or Security

Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, a

s decided by NEIGRIHMS and NEIGRIHMS shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BID DER.

(iv) To recover all sums already paid by NEIGRIHMS, and in case of an Indian BIDDER with interest the reon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BI DDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outst anding payment is due to the BIDDER from NEIGRIHMS in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and intere st.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by NEIGRIHMS, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compens ation for any loss or damage to NEIGRIHMS resulting from such cancellation/rescission and NEIGRIHM S shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India fo r a minimum period of five years, which may be further extended at the discretion of NEIGRIHMS.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or bro ker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by NEIGRIHMS with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by NEIGRIHMS to forfeit the same without assi gning any reason for imposing sanction for violation of this Pact.

NEIGRIHMS will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether wit h or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860, or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corr uption. The decision of NEIGRIHMS to the effect that a breach of the provisions of this Pact has been c ommitted by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can appr oach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause:-

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsyste ms at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub s ystem was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to t he present case and the difference in the cost would be refunded by the BIDDER to NEIGRIHMS, if the contract has already been concluded.

8. Independent Monitors:

There shall be Independent Monitors (hereinafter referred to as Monitors) appointed by NEIGRIHMS fo r this Pact in consultation with the Central Vigilance Commission. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligati ons under this Pact.

The Monitors shall not be subject to instructions by the representatives of the parties and perform the ir functions neutrally and independently.

Both the parties accept that the Monitors have the right to access all the documents relating to the pr oject/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform t he Authority designated by NEIGRIHMS.

The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project docu

mentation of NEIGRIHMS including that provided by the BIDDER. The BIDDER will also grant the Monit or, upon his request and demonstration of a valid interest, unrestricted and unconditional access to hi s project documentation. The same is

applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the informatio n and documents of the BIDDER/Subcontractor(s) with confidentiality.

NEIGRIHMS will provide to the Monitor sufficient information about all meetings among the parties rel ated to the Project provided such meetings could have an impact on the contractual relations betwee n the parties. The parties will offer to the Monitor the option to participate in such meetings.

The Monitor will submit a written report to the designated Authority of NEIGRIHMS, within 8 to 10 wee ks from the date of reference or intimation to him by NEIGRIHMS /BIDDER and, should the occasion ar ise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation:-

In case of any allegation of violation of any provisions of this Pact or payment of commission, NEIGRIH MS or its agencies shall be entitled to examine all the documents including the Books of Accounts of t he BIDDER and the BIDDER shall provide necessary information and documents in English and shall e xtend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction:-

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of NEIGRIHMS, Shillong

11. Other Legal Actions:-

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may f ollow in accordance with the provisions of the extant law in force relating to any civil or criminal proce edings.

12. Validity:

The validity of this Integrity Pact shall be from the date of its signing and extend upto 5 years or the c omplete execution of the contract to the satisfaction of both NEIGRIHMS and the BIDDER/Seller, includ ing warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

Should one or several provisions of this Pact turn out to be invalid, the remainder of this pact shall re main valid. In this case, the parties will strive to come to an agreement to their original intentions.

The Parties hereby sign this Integrity Pact as part of the contract at on

.

1. Signed, Sealed and Delivered by the -

(For and on behalf of NEIGRIHMS) In the presence

2. Signed, Sealed and Delivered by the

(For the Bidder) In the presence of:

Independent External Monitor (IEM)

As per CVC circular no 09/09/2023-The communication details of the IEMs are as

follows:-

Sl.

No

.

Name of Independent External

Monitor (IEM)

Address and Contact details

1. Shri Anil Kumar Pratham IPS (Retd.) D 225, Sector 47, Noida, Uttar Pradesh – 201301 M. No.: 99784 05257 Email id:apratham@gmail.com

2. Shri. Ganganna Satish, IFoS

(Retd.)

108, Devikripa, Vinayaka Layout, 2 nd main,

Bhopasandra, near Sunrise School, Bangalore -

560094; Mobile No. 9845256115; Email id:

satishifs@gmail.com

All other roles and functions of IEMs are as per the revised standard Operating Procedure

(SOP) issued by Central Vigilance Committee vide Circular No04/06.23; dated: 14.06.2023

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2. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document Click here to view the file.

## अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).

2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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. 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 15 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 A15 are to be indicated for 6th to 15th 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 up to 50% of cost of equipment as defined by buyer.

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.

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The**

**Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

**This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.**

**However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.**

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

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।/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.

**---धन्यवाद/Thank You---**