

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	28-09-2024 10:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	28-09-2024 10:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Defence
Department Name/विभाग का नाम	Department Of Defence
Organisation Name/संगठन का नाम	Dg Armed Forces Medical Service
Office Name/कार्यालय का नाम	*****
Total Quantity/कुल मात्रा	73
Item Category/मद केटेगरी	Laparoscopic Surgery System (V2) (Q2)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	200 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	3000 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Past Performance/विगत प्रदर्शन	10 %

Bid Details/बिड विवरण	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
Comprehensive Maintenance Charges Required	Yes
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Stage-wise Inspection
Name of the Empanelled Inspection Agency/ Authority	Board of Officers
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	62

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

Beneficiary/लाभार्थी :

CFA
DIRECTORATE GENERAL ARMED FORCES MEDICAL SERVICES, Department of Defence, DG Armed Forces Medical Service, Ministry of Defence
(Dgafms)

MII Purchase Preference/एमआईआई खरीद वरीयता

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. 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.

2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

3. 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.

4. Preference to Make In India products (For bids > 200 Crore) (can also be used in Bids < 200 Crore but only after exemption by competent authority as defined in Deptt of Expenditure OM dated 28.5.2020): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

5. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

6. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or

similar Category Products for 10% 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.

7. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the Inspection Officer. If so requested and accepted by the seller, initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer. For reimbursement seller has to submit proof of payment to Inspection Agency.

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place of inspection as per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reasonable facilities as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply. The decision of the purchaser representative / inspection authority regarding acceptance / rejection of consignment shall be final and binding on the seller.

The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.

The seller shall also provide and deliver store / sample from consignment under inspection free of charge at any such place other than his premises as the Inspecting officer may specify for acceptance tests for which seller/OEM does not have the facilities or for special/ independent tests.

In the event of rejection of stores or any part thereof by the Inspecting officer basis testing outside owing to lack of test facility at seller's premises, the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work.

Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may like fit and proper as per QAP/governing specification. The seller shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting officer.

Unless otherwise provided for in the contract, the quantity of the stores or materials expended in test will be borne by seller.

Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's decision as regards the rejection shall be final and binding on the seller.

The seller shall if so required at his own expense shall mark or permit the Inspecting officer to mark all the approved stores with a recognised Government or purchaser's mark.

8. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

Laparoscopic Surgery System (V2) (73 pieces)

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

Technical Specifications/तकनीकी विशिष्टियाँ

[* As per GeM Category Specification/जेम कैटेगरी विशिष्टि के अनुसार](#)

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
CAMERA PROCESSOR	Camera processor	2D, 3D
	Resolution of camera in pixels	1920 x 1080 (Full HD), 3840 x 2160 (4K)
HIGH-RESOLUTION MEDICAL GRADE MONITOR	Monitor type	2D, 3D
	Resolution of monitor in pixels	1920 x 1080 (Full HD), 3840 x 2160 (4K)
TELESOPES	Compatibility of telescope	HD, 4K
WARRANTY	Warranty in Years (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)	2, 3, 5 Or higher (year)

Comprehensive Maintenance	
Warranty of required product	5 Year
Comprehensive Maintenance Duration (Post Warranty)	4 Year

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

Additional Specification Parameters - Laparoscopic Surgery System (V2) (73 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Technical Evaluation of the offered product will be done solely on the basis of BBQRs uploaded as buyer added additional terms and conditions (ATC) in this tender. The GeM golden parameters selected above will be ignored during product evaluation.	Agreed
The bidder should submit bid duly complying with the BBQRs and not as per GeM golden parameters selected above.	Agreed

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*****Kohima	1	120
2	*****	*****East Khasi hills	1	120
3	*****	*****Sonitpur	1	120
4	*****	*****Jhansi	1	120
5	*****	*****Tinsukia	1	120
6	*****	*****Agra	1	120
7	*****	*****North 24 parganas	1	120
8	*****	*****Lucknow	1	120
9	*****	*****Ajmer	1	120
10	*****	*****Sri Ganganagar	1	120
11	*****	*****Bathinda	2	120
12	*****	*****Hisar	1	120
13	*****	*****Jaipur	1	120
14	*****	*****AHMEDABAD	1	120
15	*****	*****Visakhapatnam	1	120
16	*****	*****Ernakulam	2	120
17	*****	*****Pune	2	120
18	*****	*****Kolkata	4	120
19	*****	*****Bardhaman	1	120

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
20	*****	*****Kamrup	1	120
21	*****	*****Darjeeling	1	120
22	*****	*****Jalpaiguri	1	120
23	*****	*****West Kameng	1	120
24	*****	*****West Siang	2	120
25	*****	*****South West delhi	2	120
26	*****	*****Udhampur	2	120
27	*****	*****Srinagar	2	120
28	*****	*****Rajauri	1	120
29	*****	*****Leh	2	120
30	*****	*****Ahmednagar	1	120
31	*****	*****Belgaum	1	120
32	*****	*****BHOPAL	1	120
33	*****	*****Chennai	1	120
34	*****	*****Nashik	1	120
35	*****	*****Gwalior	2	120
36	*****	*****Pune	1	120
37	*****	*****Hyderabad	1	120
38	*****	*****Thiruvananthapuram	1	120
39	*****	*****Jodhpur	1	120
40	*****	*****Jaisalmer	1	120
41	*****	*****Allahabad	1	120
42	*****	*****Haridwar	1	120
43	*****	*****Gaya	1	120
44	*****	*****Meerut	1	120
45	*****	*****Mumbai	1	120
46	*****	*****Jorhat	1	120
47	*****	*****Kanpur Nagar	1	120
48	*****	*****East Sikkim	1	120
49	*****	*****Firozpur	1	120
50	*****	*****Jammu	1	120

...To view more consignees please login.

Special terms and conditions-Version:1 effective from 31-05-2024 for category Laparoscopic Surgery System (V2)

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 the 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 transshipment (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.

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

1. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

2. Generic

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

3. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

4. Generic

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU 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.

5. Generic

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

6. Generic

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

7. Generic

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

8. **Generic**

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

9. **OEM**

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

10. **Inspection**

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

Board of Officers

Post Receipt Inspection at consignee site before acceptance of stores:
Board of Officers

11. **Scope of Supply**

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

12. **Certificates**

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

13. **Turnover**

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

14. **Turnover**

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

15. **Service & Support**

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

16. Service & Support

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

17. Warranty

Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide Comprehensive Maintenance Service for next 4 years for the offered products at the rate not more than 5 % of contract price per annum. Buyer reserves the right to enter into a CMC agreement with the Successful Bidder / OEM after expiry of the Warranty period at above mentioned rate and the payment for the CMC charges would be made Annually after rendering of the CMC Services of the relevant CMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the CMC contract when called upon by the buyer. CMC would include cost of

To be paid by the consignee unit
(Upload the undertaking). The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 3% of total CMC value valid up to CMC period plus 2 months (if there is no other claim).

18. Warranty

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

19. Warranty

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

20. Warranty

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 5 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

21. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

BBQR FOR HIGH DEFINITION LAPAROSCOPIC SURGERY SET

A Full High-Definition Laparoscopy Set should consist of the following items:-

All products should be US FDA OR European CE OR Indian Standard (BIS) approved

Specifications
1) Full HD Video Image Processor with LED (equivalent to 300W Xenon)/300W Xenon Light Source : Qty-01 (From same OEM)

Should be of latest series preferably having integrated/Separated Light Source to make system a simple box compact Endovision system
Should have resolution of 1920 x 1080 pixels with 16:9 aspect ratio
Should have touch panel for easy access of system functions & settings
Automatic Shutter and microprocessor controlled Automatic Gain Control
Should have modes for maintain uniform brightness and brightening of dark areas in Endoscopic Image
Should have USB slot for capturing HD/SD Endoscopic Still Images
Should have one output each for DVI-D/HD-SDI and S-Video/Composite for HD & SD videos
LED (equivalent to 300W Xenon)/300W Xenon Light Source to keep Laparoscopy field brighten by providing adequate white light intensity
Automatically adjusts light intensity to achieve ideal illumination
Should have lamp life of at least 3000 hrs
2) 3 Chip CMOS/CCD Full HD Camera Head : Qty-01 (From any reputed make)
3 Chip CMOS/CCD full HD camera head of latest series should be of Eye piece type & have resolution of 1920 x 1080 pixels with 16:9 aspect ratio.
Should have integrated optical zoom coupler ranging up to 2x and can be varied seamlessly
Should have 2 or more programmable buttons which can be configured through the processor
The camera head should have focus range between 15-33 mm and should have provision to focus image from coarse to fine patterns
Camera head should be compatible with ETO/Sterrad, V-Pro means of Sterilization
3) 26" or bigger Full HD Medical Grade Monitor : Qty-02 (From Same OEM)
26 inch or bigger full HD monitor with TFT/LCD Screen with LED backlit having resolution of 1920 x 1080
Aspect ratio 16:9
Should have multi-modality display compatibility, including Picture-in-Picture, Picture-out-Picture and preferably clone out for various image sizes combinations.
Should have at least one input and output terminals each including 3G/HD/SD-SDI, DVI, HD15, Y/C and Video.
Should be eco-friendly, having various power saving modes, light weight, thin body and supplied with stand
Monitor Holder, height adjustable, swiveling and tilting, central mount for use with Equipment carts
4a) 10mm Telescope: Qty-01 each (From Same OEM)

10mm Telescope with 0 degree & 30-degree Direction of View and working length of 300 mm or more It should have HD compatible Optics for better contrast & color reproduction
Should be completely distortion free
It should have Quick lock for attachment of video
Adaptors it should have large field of view and depth of focus
It should have Detachable Eyepiece type
It should be Autoclavable & supplied in autoclave able Trays
4b) 5 mm Telescope: Qty-01 each (From Same OEM)
Telescope having diameter of 5mm-5.5mm with 0- & 30-degree Direction of View and working length of 290 mm or more
Should provide better contrast & color reproduction
Should be completely distortion free
It should have Quick lock for attachment of video adaptors
It should have large field of view and depth of focus
It should have Detachable Eyepiece type
It should be Autoclavable & supplied in autoclave able Trays
5) Light Guide Cable: Qty-02 each (From Same OEM)
It should have High resistance protection against mechanical and thermal stress
It should have diameter of 4.0 mm or more with high fiber density
It should have Small bending radius for comfortable use
It should be 3 Meter or more in Length
6) High Flow Co2 Gas 40L/min or more Insufflator : Qty 01 (From any reputed make)
Should be digital, microprocessor controlled & automatic type
Should have Large digital display on front panel Set Pressure, Actual Pressure, Flow Rate & Volume should have small cavity mode for EVH & Pediatric surgery
Should have Powerful Insufflation with flow rate of 40 L/Min or more
Should have alarms for Over Pressure, Tube Clogging & insufficient supply of gas
Should be supplied with complete set including Sterilizable Silicon Tubing set & Pin type CO2 hose plug for Pin type Co2 cylinders
7) CO2 Cylinder of 5kg (Indian Best quality should also be supplied Qty-01
8) HD Recording Device : Qty-01 each (From any reputed make)
A high-definition video recorder system with real time recording facility for videos & still images

Should have internal hard disk drive of 1 TB or more and should have facility of recording on Blu Ray Disc / DVD Disc or USB memory stick if required by user
The recorder should have Following inputs of HD-SDI, DVI-D Composite video & S-video inputs for recording from various sources
The recorder should have one output each for HD-SDI, Composite video & S-video for routing the image if required
Should also have a facility for one channel audio recording in real time with Endoscopy image
Preferably Should be Dual Channel for facility to record both channels simultaneously & independently preferably with touch screen with screen size of 7mm or more
The recording should be MPEG 4 AVC / H 264 format with a maximum native resolution of 1920 x 1080 pixels depending on the input selected.
9) Mobile Video Cart Complete with Drawer, power box with isolation transformer compatible with laparoscopy set : Qty-01 (From any reputed make)
Trolley should be compact trolley & large enough to house imaging system
It should have 3 or more shelves with 4 antistatic castor wheels with locking brakes
It should have provision for cable management through channels in the columns and cable ties on rear of shelf with rear panel
Trolley should be offered with swivel monitor arm to allow optimized procedure image viewing position
Trolley must have a drawer to keep accessories
It should be supplied with built in isolation transformer with Power supply of 220-240V AC, 50/60HZ with main cord length 100 cm or more
It should have dimensions of 1110x675x534 mm or bigger
It should have a long camera holder
10) Suction irrigation pump : Qty -01 set (From any reputed make)
Suction-Irrigation Pump having Irrigation flow rate : 0-2 L/min or more
Should have irrigation pressure : 0-400mmHg or more
Should have Suction pressure : 0-600mmHg or more
Should be supplied with Sterilizable reusable tube set, suction Bottle 5l, Bottle Cap for Suction bottle sterilizable, Bottle Stand for Suction Bottle and all other accessories required smooth functioning of equipment
It should have power supply of 220-240V AC, 50/60 HZ
11) Hand Instruments : (Preferably from same make or any reputed make)
a) Veress Pneumoperitoneum, with Spring loaded blunt inner cannula, Luer Lock autoclavable length 12 cm or more-01
b) Trocar with Sleeve, size 5.5mm-6mm, with Pyramidal tip with insufflation stop cock autoclavable, length 10.5cm-11cm multifunctional/lip seal valve-02

c) Trocar with sleeve size 11mm with Pyramidal tip cannula with insufflation stop cock autoclavable, length 10.5cm-11 cm multifunctional-02
d) Reusable suction and irrigation cannula, with lateral holes, anti-reflex surface with two way stopcock autoclavable, single hand control, size 5 mm, 33-36 cm-01
e) Reusable & autoclavable Grasping Forceps, Claw type 2x4 teeth, rotating, size 10mm, length 33-36cm, single action jaws, consisting of plastic handle with ratchet outer tube insulated with detachable insert-01
f) Reusable & autoclavable atraumatic Grasping forceps rotating, size 5mm, length 33-36 cm, double action jaws, length of jaws 15mm or more, consisting of insulated handle with ratchet dismountable outer tube insulated-01
g) Reusable & autoclavable, Dissecting and Grasping Forceps, rotating with connector pin for Unipolar coagulation, size 5mm, length 33-36cm, right angled, double action jaws, consisting of plastic handle, without ratchet, outer tube insulated with detachable insert-01
h) Reusable & autoclavable Dissecting and Grasping Forceps alligator jaws, rotating with connector pin for Unipolar coagulation, size 5mm, length 33-36 cm double action jaws, consisting of plastic handle without ratchet, outer tube insulated with detachable insert-01
h1) Reusable & autoclavable Dissecting and Grasping Forceps, rotating, size 5 mm, length 33-36 cm, single action jaws with jaw length 40 mm or more. Consisting of plastic handle, with ratchet, outer tube insulated with detachable insert-01
11i) Reusable & Autoclavable dissecting forceps, rotating with connector pin for Unipolar coagulation , size 5mm, length 33-36cm, double action jaws, consisting of plastic handle, without ratchet, outer tube insulated with detachable insert-01
11j) Reusable & Autoclavable Grasping forceps, rotating with connector pin for Unipolar coagulation , size 5 mm, length 33-36cm, double action jaws, consisting of plastic handle, without ratchet, outer tube insulated with detachable insert-01
11k) Reusable & autoclavable Dismantling Fan Retractor size 5mm length 33-36 cm-01
11l) Reusable & autoclavable Hook scissors rotating with connector pin for Unipolar coagulation, size 5mm, length 33-36 cm, single action jaws consisting of plastic handle, without ratchet, outer tube insulated with detachable insert-01
11m) Reusable & autoclavable METZENBAUM Scissors, rotating with connector pin for Unipolar coagulation, size 5mm, length 33-36 cm, bladed curved, double action jaws, length of blades 16-19mm, consisting of plastic handle, without ratchet, outer tube insulated with detachable insert-01
11n) Reusable & autoclavable Grasping Forceps, rotating dismantling with connector pin for bipolar coagulation with especially fine atraumatic serrations, size 5mm, length 33-36 cm, double action jaws, consisting of plastic handle, without ratchet, outer tube & insert insulated-01
11o) Reusable & autoclavable Unipolar High Frequency Cord with 4 mm plug, length 300 cm or more-01
11p) Reusable & autoclavable Bipolar High Frequency
11q) Reusable & autoclavable Knot Pusher with thread catcher-01
11r) Reusable & autoclavable Needle Holder curved right with carbide insert size 5mm length 33-36cm dismountable-01
11s1) Reusable & autoclavable clip applier for medium-large clips rotatable size 10mm length 33-36cm from same manufacturer or any other reputed make -01
11s2) Reusable & autoclavable clip applier for small clips rotatable size 10mm length 33-36cm from same manufacturer or any other reputed make -01
11s3) Reusable & autoclavable clip applier for large clips rotatable size 10mm length 33-36cm from same manufacturer or any other reputed make 33-36cm-01
S4) Ligation clips small, medium & large 01 Box each

t) 11s1) Reusable & autoclavable Trocar with sleeve & Hasson's cone size 11mm with blunt tip with insufflation stop cock autoclavable, length 10 5cm-11cm-01
u) Reducer 11/5mm-02
v) Reusable & autoclavable Coagulation and dissecting electrode L-Shaped, with connector pin for unipolar coagulation size 5mm, length 33-36 cm-01
w) Reusable & autoclavable Coagulation and dissecting electrode spatula-shaped, with connector pin for unipolar coagulation size 5mm, length 33-36 cm-01
x) Reusable & autoclavable needle for fascia closure length 14 cm or more-01
y) Sealing caps & valves for 11mm & 5mm trocars-5 pkts, each
z) Plastic Container with Sterilization and storage perforated with lid with silicone mate for two level storage , external dimensions (WxDxH) 543mmx225mmx112mm or more -01
Z1) Formalin Chamber for storage up 15 instruments with 3 or more shelves-01

(A) FOLLOWING DOCUMENTS ARE REQUIRED TO BE UPLOADED
FAILING WHICH THE BID WILL BE REJECTED.

S.No	Clause	Details	Remarks
01	Make in India Content	Self-Declaration of Make In India component of 25% and above, if available upto value 10Cr. In cases of value in excess 10 Cr Class-I/Class-II local supplier, certificate from statutory auditor or chartered accountant is required declaring the percentage local content.	Equipment is exempted under Office Memorandum No F 4/1//2023-PPD(pt) of Ministry of Finance, Department of Expenditure, Procurement Policy Division dated the 28-Jun-2024 regarding 'Relaxation for procurement of certain items through Global Tender Enquiry (GTE) -reg. Equipment features at S. No-214 of the Office Memorandum. The certificate should necessarily contain the following (i) Percentage of Indigenous content (ii) Details / Breakdown of Indigenous component (iii) Location at which local content is added /value addition is made.
02	OEM Authorization	Manufacturing Agency Agreement from OEM covering the warranty period and CAMC period.	The OEM should give undertaking that they will provide after sales service (including spare parts) throughout the period of warranty and CAMC, <u>through the bidder or themselves</u>

03	Past Performance	The Bidder or its OEM {themselves or through re-seller(s)} will provide copy of supply orders showing that he has supplied same or similar Category Products for 10%(quantity-08) of bid quantity , in at least one of the last three Financial years or current year.	<p>The supply order should be</p> <p>(i) Either from Central/ State govt. organisation /PSU/Public listed company</p> <p>or</p> <p>(ii) From Tertiary Care Centre or organization having 10 or more diagnostic labs. In this case bidder will also attach a performance certificate. (Draft att. at <u>Buyer added bid specific ATC</u>)</p> <p>Duly signed by the seller and the procuring organization.</p>
04	Turnover	<p>(i) OEM Turnover Certificate</p> <p>(ii) Bidder Turnover Certificate</p>	<p>(i) Both the certificates should be signed by the CA</p> <p>(ii) The Turnover for the F.Y. 2020-2021, 2021-2022 and 2022-2023 shall be given</p>
05	Experience criteria	To be submitted by OEM/reseller/dealer	The OEM/ reseller / dealer should have market presence for minimum 3 years. The OEM/bidder will submit at least one supply order (at least 3 years old from date of tender opening) of same or similar medical product placed in favour of the reseller/dealer
06	Bid Security Declaration	To be submitted by the bidder (OEM/reseller/dealer)	The Bid Security declaration is to be prepared in original on Rs. 100/- Stamp Paper and the scanned copy of the same will be uploaded on the GeM Portal.

(B) FOLLOWING DOCUMENTS ARE ALSO REQUIRED TO BE UPLOADED

- (i). UNDERTAKING: Bidder to upload undertaking for Bidder Financial Standing stating bidder should not be under liquidations, court receivership or similar proceedings.
- (ii) Clause by Clause compliance of technical specifications/QRs.
- (iii) Technical literature from OEM.
- (iv) Copy of PAN.
- (v) Copy of GSTIN.
- (vi) Copy of Cancelled Cheque.
- (vii) Copy of EFT mandate duly certified by bank.

(C) PLEASE NOTE

(i) Clarification / Representation

(a) IN CASE OF NORMAL BIDS

The bid clarification date will be till 5 working days after publication of the Tender. No representations will be accepted after this date. Only representation received on GeM portal within 5 working days of publication of tender will be considered. Representations received outside GeM, through email will not be considered.

(b) IN CASE OF CUSTOM BID

In case of custom bid if representation window is not available on GeM portal representations may be sent *through email*(fmgt24.ce@nic.in).

Representations received at this office within 5 working days of publication of tender will be accepted. Any representation received after 5 working days, from date of publication of bid will not be considered by this office.

(ii) Technical evaluation will be done by Technical Evaluation Committee

NO REPRESENTATIONS FOR CHANGES IN THE COMPOSITION/DATE/VENUE OF THE TECHNICAL EVALUATION COMMITTEE AND CONDITIONS OF PRODUCT DEMONSTRATION WILL BE ACCEPTED

(iii). CAMC

Equipment will be deemed to be on continuous CAMC even if CAMC papers have not been signed. Onus will be on vendor to get the stamp paper signed by Commandant/ CO of Hospital and ensure maintenance of eqpt.

NOTE

1. As per GeM Bid, terms and conditions, Past Performance has to be determined on basis of supply order of Central/ State Govt Organization/ PSU/ Public listed company.

2. Bidders not having these orders may also furnish supply order of same/ similar category of product supplied to Tertiary Care Centre run by charitable / Registered society or organization having 10 or more diagnostic labs. (Draft performance certificate has been attached which must be signed by the seller and procuring tertiary care center/lab and uploaded along with bid documents, as proof of supply .

Draft Performance Certificate

1. **Reference** :- DGAFMS tender No _____ dated _____
2. **Subject** :- Performance Certificate for (name of item)
3. **Issuing Department / Organization**:-
4. **Nature of Organization** (Pl tick whichever is applicable) :-
- (a) Tertiary Care Centre run by charitable /registered society
- (b) Organization having 10 or more diagnostic labs.
5. **Additional details**:-

(a)	Name of Product	
(b)	No. and date of Supply Order through which the product was procured (bidder has to submit copy of SO and QRs with the bid)	
(c)	Quantity Procured	
(d)	Date of supply or installation or commissioning whichever is later	
(e)	Has the product performed satisfactorily ?	YES / NO
(f)	Has the after sale support been satisfactory ?	YES / NO

Confirmation by Specialist/ MS

I as a specialist/ MS have used the above mentioned product for more than 3 months and I am generally satisfied with the performance of the product.

Signatures _____

Name : _____

Specialization : _____

Only in case of non-government entity issuing the Certificate

I hereby certify that (Name of Organization / Society / Trust etc) is a Tertiary Care Centre run by charitable /registered society located at (address) and having (no. of beds)

OR

I hereby certify that (Name of organization) is a(firm/trust/society/companyetc) having the head office at (address) and having more than 10 diagnostic labs.

BID SECURITY DECLARATION

Date:

GeM BiD ID :

1. I/We M/s _____ hereby undertake to submit Bid Security Declaration accepting that I/We shall abide with the terms and conditions of the bid published on GeM portal.

2. I/We M/s _____ understand that necessary punitive action may be initiated against our firm including banning from DGAFMS tenders for a period of upto 03 (three) years if I/We or my our representative in any of the following bid conditions :-

- (a) Withdraw /Modify/Amend/impairs or derogates from tender. My/our bid during the period of validity of bid.
- (b) I/We fail/refuse to sign the contract in case the contract is awarded.
- (c) Fail/refuse to submit a Performance Security before the deadline defined in the request for bids document in accordance with tender terms.
- (d) In case any document submitted by the firm is found to be fraud or fraudulent or intentionally defaced.
- (e) In case Cartel formation/pool rates is found in the tender.
- (f) Try to influence outcome of tender.
- (g) Failure to disclose/ misinform information sought regarding tender at any time during the tendering/CNC/PNC prior to placing a Contract/SO.

3. I/We understand that Bid Security declaration shall cease to be valid if I am/We are not the su

successful bidder, upon the earlier of (i) the receipt of your notification of the name of successful bidder
ii) thirty days after the expiration of the validity of my/our bid.

(Signature of Authorized Rep of OEM)

Name :

Designation in the firm :

Email Id :

Mobile No :

Note : The above declaration is to be prepared in original on Rs. 100/- Stamp Paper and the scanned copy of the same will be uploaded on the GeM Portal.

Disclaimer/अस्वीकरण

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

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

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty

bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

Additional Clause For Comprehensive Maintenance Charges

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Number of years for which CMC required.

(ii) Number of years of product warranty

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

Total Cost for evaluation=

$C + C * \{ (A1/100)/(1.10^n) + (A2/100)/(1.10^{n+1}) + (A3/100)/(1.10^{n+2}) + (A4/100)/(1.10^{n+3}) + (A5/100)/(1.10^{n+4}) \}$ 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 be 2 and if 5 year warranty specified, n shall be 5. A1, A2, A3, A4 & A5 shall depend on how many years CMC selected. For 3 year CMC, only A1, A2 and A3 factors are to be taken into account and A4 and A5 will not be applicable.

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

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

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

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

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

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

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

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

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश 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 पर इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---