

### Bid Document

Bid Details	
Bid End Date/Time	28-05-2021 10:00:00
Bid Opening Date/Time	28-05-2021 10:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	65 (Days)
Ministry/State Name	Ministry Of Health And Family Welfare
Department Name	Department Of Health And Family Welfare
Organisation Name	Jawaharlal Institute Of Postgraduate Medical Education And Research (jipmer)
Office Name	Jawaharlal Institute Of Postgraduate Medical Education And Research
Total Quantity	1
Item Category	Echo Cardiography Scanning Machine
Minimum Average Annual Turnover of the Bidder	13 Lakh (s)
OEM Average Turnover (Last 3 Years)	101 Lakh (s)
Years of Past Experience required	3 Year (s)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,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	20 %
Bid to RA enabled	No
Comprehensive Maintenance Charges Required	Yes
Time allowed for Technical Clarifications during technical evaluation	2 Days
Evaluation Method	Total value wise evaluation

#### EMD Detail

Required	No
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#### ePBG Detail

Advisory Bank	State Bank of India
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ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	39

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

**Beneficiary:**

Professor and Head

Jawaharlal Institute of Postgraduate Medical Education and Research, Department of Health and Family Welfare,  
Jawaharlal Institute of Postgraduate Medical Education and Research (JIPMER), Ministry of Health and Family Welfare  
(Narayanan Parameswaran)

**Splitting**

Bid splitting not applied.

**MII Purchase Preference**

MII Purchase Preference	Yes
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**MSE Purchase Preference**

MSE Purchase Preference	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 / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

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):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 .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder

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

6. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 20% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

## Echo Cardiography Scanning Machine ( 1 pieces )

(Minimum 20% Local content required for MII compliance)

Brand Type	Registered Brand
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### Technical Specifications

[\\* As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
Standards	<b>Confirmity to Manufacturer's Certification</b>	ISO 9001 AND ISO 13845 BOTH
Types of Probes & Features	<b>Cardiac and Vascular Probes Configuration</b>	TTE AND LINEAR
	<b>TTE Probe Type</b>	Adult and Pediatric
	<b>TEE Adult Probe biplane and Multiplane frequency, in MHz</b>	Not Applicable
	<b>TEE Pediatric Probe Supplied</b>	No
	<b>TEE Pediatric Probe frequency, in MHz</b>	Not Applicable
	<b>Linear Probe for linear/vascular applications</b>	Yes, No
	<b>Adult/Pediatric Linear probe frequency in MHz</b>	5 - 14 MHz ( $\pm 2$ )
	<b>No of Pediatric TTE Probes supplied</b>	1
	<b>No of Adult TEE Probes supplied</b>	NA
	<b>No of Adult/pediatric Linear Probes supplied</b>	1
	<b>Dedicated 3D/4D volume imaging for cadiology TTE ad TEE</b>	Yes, No
	<b>Live 3 D imaging in color doppler system</b>	Yes, No
<b>Colour Doppler system with all application packages ,Quad loop for serial studies with</b>	Yes, No	

	<b>high frame rate revies, harmonic imaging capability in all modes and integrated stress echo package digital storage and retrieval</b>	
	<b>Provision of Tissue Colorization (B-Colour) for improved contrast resolution</b>	Yes, No
	<b>Application software</b>	Adult,Pediatic & Vascular applications, Adult,Pediatic, Vascular and Transesophagal applications
	<b>Cine Loop Features</b>	Yes
	<b>Frame grabber facility for post analysis</b>	Yes, No
	<b>Facility of Various maps for pre and post processing</b>	Yes, No
	<b>ECG trigger facility</b>	Yes, No
	<b>"Dedicated integrated dynamic stress echo package for flexible user defined protocols with stacked sub loops facility and contrast stress protocol usable for stress echocardiography"</b>	Yes, No
	<b>Number of transducer/probe ports</b>	3, 4
Scan Modes and Performance Parameters	<b>Cardiac 3-D freehand Option</b>	No
	<b>Cardiac 3D/4D automatic Option</b>	Yes, No
	<b>Contrast Harmonic/Agent Imaging with angio mode</b>	Yes, No
	<b>Provision of Harmonic imaging in TTE, TEE and Linear Probes</b>	Yes
	<b>Color Doppler 3-D/4-D option</b>	No
	<b>Power Dopple 3-D/4-D option</b>	No
	<b>Contrast-enhanced ultrasound (CEUS) option</b>	Yes, No
	<b>Tissue synchronization, tissue velocity</b>	Yes, No
	<b>Cardiac Shear wave elastography</b>	No
	<b>Cardiac compression elastography</b>	No
	<b>Provision for higher sensitivity for low frequency doppler in all probes</b>	Yes
	<b>Latest generation Electronic Phased/sector array Colour Doppler system</b>	Yes
	<b>Number of Channels in color doppler system</b>	50000 or more (If channels are being designated as digital channels), 128 or more (if channels are being designated as physical channels)
	<b>System should be capable of generating real time live 3- D images</b>	YES, NO, Yes with MV No Analysis

Image display and processing	<b>DICOM THREE POINT ZERO COMPLIANT</b>	Yes
	<b>Automated B-mode (2-D) image</b>	Yes
	<b>Automated CDI image optimization</b>	Yes
	<b>Automated PW Doppler image optimization</b>	Yes, No
	<b>TOUCH SCREEN</b>	YES, NO
	<b>Monitor display size, cm (in)</b>	12 Inch( $\pm 1$ ), 15 Inch( $\pm 1$ ), 19 Inch( $\pm 1$ ), 21 Inch( $\pm 1$ )
	<b>Split screen</b>	TWIN VIEW
	<b>Single/dual monitors</b>	SINGLE, Single with optional second console, Dual (image display and touch panel)
	<b>Speckle-tracking strain and strain rate</b>	Yes, No
	<b>Stress echo</b>	Yes, No
	<b>Analysis and calculation packages</b>	2-D wall motion tracking, 3-D wall motion tracking, cardiac, mitral valve analysis, user-programmable calculations, NO
	<b>DVD/CD Writer</b>	Yes, No
	<b>Type of printer provided with the echo cardio machine</b>	THERMAL PRINTER
	<b>Provision of PC with echo cardio gram machine</b>	No
	<b>Type of processor</b>	NA
	<b>RAM capacity of PC in GB (hint: In caase PC not provided put zero)</b>	NA
	<b>Processor speed in GHZ</b>	NA
	<b>Frame Grabber incorporated</b>	Yes, No
	<b>Conectivity between Echo cardiogram and PC</b>	Through IMS/EQUIVALENT SOFTWARE, NA
	<b>PC with all software inclusive interfaced with echocardiograph machine</b>	NA
	<b>laser Color printer provided with computer for rerporting</b>	Yes, No
	<b>Inkjet printer provided with computer for reporting</b>	No
	<b>CD/DVD Produced should be playable on any system</b>	YES, No cd/dvd Writer provided
	<b>Glossy Colour Print Paper supplied</b>	500 sheets, 1000 sheets, Not provided
	<b>ECG Cable</b>	2
	<b>Echo cardiography sytem to be DICOM Ready</b>	Yes
<b>Dicom Interfacability to HIS</b>	Yes	
<b>Dicom Interfacability Dicom to PACS</b>	Yes	
<b>Interfacability Dicom to RIS</b>	Yes	

Power Requiriments	<b>Resettable over current breaker shall be fitted for protection</b>	Yes
	<b>Power bakup</b>	UPS, INBUILT BATTERY
	<b>Back up time in minutes</b>	30, 60
Miscellaneous Parameters	<b>Warranty (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)</b>	3, 5, 1, 2, 4
	<b>Number of installations of the echo cardiogram machines in Central /State/PSU Govt Hospitals( Note: Seller should supply a performace certificate of the device to the buyer if demanded after placement of order)</b>	MORE THAN 3

<b>Comprehensive Maintenance Charges</b>	
Warranty of required product	3 Year
Comprehensive Maintenance Duration (Post Warranty)	7 Year

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

#### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Nivedita Mondal	605006,Jawaharlal Institute of Postgraduate Medical Education and Research, Dhanvantari Nagar, Puducherry	1	30

#### Special terms and conditions-Version:1 effective from 03-09-2020 for category Echo Cardiography Scanning Machine

##### 1.1. 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.

##### 2. 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.

##### 3. 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 .

**4. 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 in to 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.

**5. 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

**6. 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.

**7. 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.

**8. Software:**

All software updates should be provided free of cost during warranty period.

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

- 1.Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
- 2.If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
- 3.Make in india specific authorisation certificate needs to be enclosed.
- 4.**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.
- 5.Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address Head of the Department Department of Paediatrics JIPMER Woman and Children's Hospital Dhanvantari Nagar, JIPMER Campus Puducherry-605006.
- 6.Audited Balance sheet of bidder FOR last 3 years or from the date of incorporation if incorporation date is less than 3 months is required.
- 7.Buyer/consignee shall have the right to inspect the supplied goods themselves AND/OR through their appointed agency at consignees own cost, at consignees site(s) after receipt and accept OR reject on proper justification any consignment of goods within a period of 30 days of receipt of consignment of goods. 100% payment will be released within ten (10) days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on on-line submission of bills
- 8.Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 5 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
- 9.Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide Comprehensive

- Maintenance Service for next 5 years for the offered products at the rate not more than 10 % 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 Quarterly 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 Not more than 10 % of equipment cost (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).
10. 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.
  11. Buyer reserves the right to postpone schedule of material supply after finalisation of order by 6 months without any additional cost implication.
  12. 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 %.
  13. Warranty period of the supplied products shall be 3 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.
  14. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
  15. Delivery is required on 'As and when required basis' within 7 days of issue of delivery advice.
  16. Equipment offered shall have complete DATA sheets and detailed description on OEM web sites.
  17. ISO 9001: The bidder must have ISO 9001 certification.
  18. 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.
  19. 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.
  20. Preference to Make In India products: Preference shall be given to 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 local supplier, should be as per relevant notification / order issued by the nodal ministry as available on the website of Department of Promotion of Industries and Internal Trade (DPIIT). 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 29.5.2019.
  21. Replacement under warranty clause shall be made by the Seller free of all charges at site including freight, insurance and other incidental charges. During the warranty period, the Seller shall remain responsible to arrange replacement in next Business day (NBD) and for setting right at his own cost any equipment installed by him which is of defective manufacture or design or becomes unworkable due to any cause whatsoever. The decision of the Buyers representative in this regard to direct the contractor to attend to any damage or defect in work shall be final and binding on the Seller.
  22. 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.
  23. The certificates and other documents as mentioned in the bid under reference e.g. EMD, OEM authorization Annual Turnover Statement Experience Statement (with all respective supporting documents) must be uploaded with the technical bid.
  24. The Bidder shall be responsible for any defects that may develop under the conditions provided by the contract and under proper USE, arising FROM faulty materials, design OR workmanship such AS corrosion, inadequate quantity of material TO meet equipment requirements, inadequate contact protection, deficiencies in design AND/ OR otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.
  25. 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 10 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.

## Disclaimer

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

## 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. CMC shall not be including the consumables. 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 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 options up to 5 years can be chosen for CMC charges beyond warranty period.

7.The CMC functionality shall be available in bid only and no direct RA shall be applicable. In case of bid to RA 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.

7.1. Buyer shall indicate number of years of warranty by selecting option of 2 or 5 available in the field depending on warranty parameter applicable in category parameters for the equipment. 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 first year after warranty period – Percentage to be indicated- A 1
- CMC charges for second year after warranty period – Percentage to be indicated A2
- CMC charges for third year after warranty period – Percentage to be indicated A3
- CMC charges for fourth year after warranty period – Fixed amount to be indicated A4
- CMC charges for 5th year after warranty period – Percentage to be indicated A5

7.2. The calculation of CMC Charges shall take in to account of number of years of warranty and duration of CMC as specified while creating bid.

7.3. 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 warranty. The formula for calculating total cost including CMC charges shall be :

Total cost for evaluation= C+ C\*( A1/100)/(1.10n) + A2/100/(1.10n+1)+ A3/100/(1.10n+2)+ A4/100/(1.10n+3) +

A5/100/(1.10n+4)

C - Cost for equipment quoted and n shall be number of years of warranty specified  
If 2 year warranty specified n shall be 2 and if 5 year specified n shall be 5.

A1,A2 A3 A4 A5 shall depend on how many years CMC selected If 3 year means only A1,A2 and A3 factor to be not taken in to account and A4 and A5 will not be applicable

7.4. CMC charges to be indicated for each subsequent year should be same or higher than preceding year.

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

8. 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 and not on basis of cost of equipment along with CMC Charges.

9. Performance bank guarantee applicable for CMC is to be submitted at start of the CMC and shall be applicable % as specified in bid on the total contract value including 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.

10. In case of splitting of quantity equipment cost and CMC charges offered by L-1 in the evaluated cost shall be matched by higher quoting eligible bidders on one to one basis .The equipment cost shall be matched and CMC charges shall be matched year to year.

11. 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.

12. The above terms and conditions shall be part of the bid as well as part of the contract.

[This Bid is also governed by the General Terms and Conditions](#)

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

**---Thank You---**