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HOME ([HTTPS://MKGEM.GOV.IN/DASHBOARD](https://mkgem.gov.in/dashboard)) / BID FINALIZATION

BID DETAILS

TECHNICAL EVALUATION

FINANCIAL EVALUATION

BID AWARDED

## 1. Bid Details

**GEM/2022/B/1853561** (/showbidDocument/3043321)

<b>Bid Status:</b> Active	<b>Bid Start Date / Time:</b> 12-01-2022 16:56:31	Consignees/Reporting Officer / Delivery Location(S)
<b>Quantity:</b> 1	<b>Bid End Date / Time:</b> 19-02-2022 09:00:00	<b>EMD:</b> Required Track EMD ( <a href="https://bidplus.gem.gov.in/bidding/track/track">Https://Bidplus.Gem.Gov.In/Bidding/Track/Track</a> )
<b>Bid Life Cycle (From Publish Date):</b> 90 (Days)	<b>Bid Opening Date / Time:</b> 19-02- 2022 09:30:00	<b>Average Turn Over of Last 3 Years:</b> 35 Lakh (s)
<b>Bid Validity (From End Date):</b> 75 (Days)		
<b>Competent Authority Document:</b> View		

### Buyer Details

<b>Name:</b> Shashank Chauhan	<b>Ministry:</b> Ministry Of Health And Family Welfare	<b>Organisation:</b> All India Institute Of Medical Sciences (Aiims)
<b>Address:</b> 110029,Buycon2.Aiims.Indi@Gembu yer.In,AIIMS, New Delhi, Ansari Nagar,DELHI,Shashank Chauhan,India,NEW DELHI	<b>Department:</b> Department Of Health And Family Welfare	<b>Office:</b> Aiims, New Delhi

### Corrigendum Details

**Modified On:** 2022-02-03 10:42:40    Bid extended to **2022-02-19  
09:00:00**

Bid Opening Date : **2022-02-19  
09:30:00**

**Modified On:** 2022-01-26 16:37:38 **Bid extended to** 2022-02-04  
17:00:00

**Bid Opening Date :** 2022-02-04  
17:30:00

Cancel Bid

Extend Bid

Edit Terms

Edit Pre Bid

Pre Bid clarification request

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### Bid Document

<b>Bid Details</b>	
<b>Bid End Date/Time</b>	27-01-2022 17:00:00
<b>Bid Opening Date/Time</b>	27-01-2022 17:30:00
<b>Bid Life Cycle (From Publish Date)</b>	90 (Days)
<b>Bid Offer Validity (From End Date)</b>	75 (Days)
<b>Ministry/State Name</b>	Ministry Of Health And Family Welfare
<b>Department Name</b>	Department Of Health And Family Welfare
<b>Organisation Name</b>	All India Institute Of Medical Sciences (aiims)
<b>Office Name</b>	Aiims, New Delhi
<b>Total Quantity</b>	1
<b>Item Category</b>	CO2 Fraction Laser (Q3)
<b>Minimum Average Annual Turnover of the Bidder</b>	35 Lakh (s)
<b>OEM Average Turnover (Last 3 Years)</b>	280 Lakh (s)
<b>Years of Past Experience required</b>	3 Year (s)
<b>MSE Exemption for Years Of Experience and Turnover</b>	Yes
<b>Startup Exemption for Years Of Experience and Turnover</b>	Yes
<b>Document required from seller</b>	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) *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
<b>Past Performance</b>	50 %
<b>Bid to RA enabled</b>	Yes
<b>RA Qualification Rule</b>	50% Lowest Priced Technically Qualified Bidders
<b>Comprehensive Maintenance Charges Required</b>	Yes
<b>Time allowed for Technical Clarifications during technical evaluation</b>	3 Days
<b>Estimated Bid Value</b>	7000000
<b>Evaluation Method</b>	Total value wise evaluation

**EMD Detail**

Required	No
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**ePBG Detail**

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	62

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

**Beneficiary:**

Director & CEO

Aiims, New Delhi, Department of Health and Family Welfare, All India Institute of Medical Sciences (AIIMS),  
Ministry of Health and Family Welfare  
(The Director)

**Splitting**

Bid splitting not applied.

**MII Purchase Preference**

MII Purchase Preference	No
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**Details of the Competent Authority for MII**

Name of Competent Authority	Kanwalpreet
Designation of Competent Authority	Director (PPD)
Office / Department / Division of Competent Authority	Department of Expenditure, Procurement Policy Division
CA Approval Number	F.4/1/2021-PPD
Competent Authority Approval Date	06-01-2022
Brief Description of the Approval Granted by Competent Authority	Relaxation on Global Tender Enquiry (GTE) under Rule 161(iv) of General Financial Rules (GFRs) 2017 for procurement of Medical Devices - reg

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

**MSE Purchase Preference**

MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is

seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

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

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

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

6. 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.

7. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

8. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% 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.

9. 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.

## **Pre Bid Detail(s)**

<b>Pre-Bid Date and Time</b>	<b>Pre-Bid Venue</b>
25-01-2022 13:00:00	Board Room, 2nd Floor, Burns & Plastic Surgery Block, Near Power Grid Vishram Sadan, Behind JPNATC, AIIMS, New Delhi

### CO2 Fraction Laser ( 1 pieces )

Brand Type	Registered Brand
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#### Technical Specifications

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

Specification	Specification Name	Bid Requirement (Allowed Values)
Performance Parameters	<b>Operative Modes</b>	Continuous Wave(CW Mode), Super Pulse, Ultra Pulse Mode, Repeat Mode
	<b>Pulse Energy</b>	2-250 mj (Adjustable), 1-30,000 mj (Adjustable)
	<b>Maximum Power Output in watts</b>	30-40 watts, Upto 70 watts
	<b>Repetition rate</b>	1-3 Hz, 1-5 Hz, NA (if no repeat mode is available)
	<b>Scan Area</b>	Between 5x5 mm to 20x20 mm, Between 4x4 mm to 19x19 mm
	<b>No of operator and patient safety google supplied</b>	4, 8
	<b>Number of hand piece provided</b>	1, 2, 3
	<b>Size of hand piece in mm</b>	50mm, 100mm, 200mm
	<b>On line UPS Rating</b>	3 KVA, 5 KVA
	<b>Back up time for on line UPS</b>	15 minutes, 30 minutes, 45 minutes
Miscellaneous Parameters	<b>Warranty (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)</b>	1, 2, 3, 4, 5
	<b>Number of installations in Central /State/PSU Govt Hospitals ( Hint: Seller should supply a performance certificate of the device to the buyer incase demanded after placement of order)</b>	0, Upto 3, More than 3
	<b>Availability of toll free facility for technical support maintained by OEM or authorized agencies</b>	Yes, No

**Comprehensive Maintenance**

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

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

**Additional Specification Parameters - CO2 Fraction Laser ( 1 pieces )**

Specification Parameter Name	Bid Requirement (Allowed Values)
Usage, Wavelength, Power, Mode, Max Power to Tissue, Time Range, Spot Size	Fractional, Incisional & Excisional capability for skin Cutting, Slough removal, Skin Resurfacing, 10600 nm, 70 watts Power, Continuous, single pulse, repeat pulse & super pulse mode, Maximum Power to tissue per pulse 200 watts (Adjustable) User selectable Repetition Rate 300-400 pulses/Second (or better). Time Range of 0.1ms - 0.8 ms. Spot Size - 120 Micron for Deep Fractional Ablation. Spot size -1300 micron for superficial Fractional Ablation,
Resurfacing and other features	Option for Deep and Superficial Resurfacing in single scan. Option for treatment of skin furrows and other textural Irregularities. Repeat delay of 0.1 to 5.0 seconds (or better). Pulse duration of 300 Microsecond (or better). 5-100% coverage/ Pass (or better). Have depth of penetration: Up to 1000 Micro meter/pulse (or better). Computer pattern generator (CPG) Gun. Scan Area up to 10mm x 10 mm. Transmission by Articulated Arm. Focused Incisional hand Pieces:1200 mm, 260 mm 200mm.
Essential Features	Aiming Beam of Helium or Diode Laser. Self-contained, closed cycle cooling system. BIS certified (or equivalent/ better) and/or US FDA approved and/or UL, CSA Standards. online ups of 6kVA. Supplied with operator & Patient Safety Goggles. Supplied with internal cornea shield with applicator. One Turbo smoke Evacuator should be supplied with the main equipment. The vendor must be available for initial training of users as well as technicians in routine care of the system.
Accessories to be provided with the System (01 each)	Fractional Roller - should rest on 2 wheels which can glide across the skin that should produce symmetric horizontal line track of high thermal fractional ablation regardless of treatment speed - pixels (7 per row); spot width (1.1 mm), pulse energy (350 - 2500 mJ/Pulse. Cutting and coagulation applicator - both actions should be present in a single applicator. Variable spot size applicator - should be able to change size of laser spot from 1mm to 4mm.
Stamp Applicators and Scanner	Stamp applicators - 2 different size stamping applicators (7 X 7) and (9 X 9). Fractional CO2 scanner - should offer char free tissue ablation and vaporization with multiple scanning patterns. It should vaporize layer by layer. All the items must be from the same OEM and all the items with accessories must be quoted.

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

**Consignees/Reporting Officer and Quantity**



S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Shashank Chauhan	110029,AIIMS, New Delhi, Ansari Nagar	1	120

## Buyer Added Bid Specific 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. **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.

### 4. **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 %.

### 5. **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.

### 6. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of The Director, AIIMS payable at New Delhi. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

### 7. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of The Director, AIIMS, New Delhi A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

### 8. **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)

### 9. **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.

## 10. **Service & Support**

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

## 11. **Service & Support**

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

## 12. **Service & Support**

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

## 13. **Warranty**

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 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 5% (Upload the undertaking). The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 7% of total CMC value valid up to CMC period plus 2 months (if there is no other claim).

## 14. **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.

## **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 or as per user requirement. Cost of consumables shall not be included in CMC. Further there will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.3.In the price evaluation, the system shall provide function to calculate the cost of each equipment by formula indicated below 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 5% 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](#)

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---**