

Bid Document

Bid Details	
Bid End Date/Time	03-03-2022 18:00:00
Bid Opening Date/Time	03-03-2022 18:30:00
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	All India Institute Of Medical Sciences (aiims)
Office Name	Aiims, New Delhi
Total Quantity	30
Item Category	ICU Ventilator (Q3)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Certificate (Requested in ATC), OEM Authorization Certificate, 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
Bid to RA enabled	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
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).	62

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

Beneficiary:

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

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. 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.

2. 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.

3. 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.

4. 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.

ICU Ventilator (30 pieces)

(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)

Brand Type	Registered Brand
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Technical Specifications

[* As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
Performance Parameters	Patient Type	Adult & pediatric, Adult, pediatric and neonatal
	Type of technology	Turbine, Compressor
	Tidal volume in ml	50 ml or less - 1500 ml or more, 2 ml or less to 1500 ml or more, 100 ml or less-1500 ml or more
	Respiration rate, breaths/min	upto 150 or more, up to 80 or more, Up to 120 or more, up to 50 or more
	Trigger mechanism	Pressure /flow, Both pressure and flow
	Inspiratory flow rate, L/min	upto 120 or more, upto 30 or more, up to 150 or more
	Inspiratory pressure, cm H2O	upto 50 or more, upto 80 or more, up to 150 or more
	IE ratio	1:10 to 4:1, 1;6 to 3:1
	Sigh breath function	Yes, No
	Control panel lock	Yes, No
Facility for double lung ventilation	Yes, No	
Patient Assessment Tools	Number of loops	2 loops (P-V, F-V) with facility of saving of 2 Loops for reference, 2 loops (P-V, F-V)
	Lung recruitment tools (PV loops) / OLT (Open lung tools)	Yes, No
	Lung mechanics visualization tool	Yes, No
	Capnography/CO2 monitoring	Yes, No

Specification	Specification Name	Bid Requirement (Allowed Values)
	Esophageal / transpulmonary pressure monitoring	Yes, No
	Stress index	Yes, No
	ASV(Adaptive support ventilation) or ALT	Yes, No
	APRV/Bivent/Bi level	Yes, No
	MMV +PSV /ASV or ALPV or Automode	Yes, No
	PRVC/Auto flow	Yes, No
	High flow oxygen therapy	Yes, No
	Automatic weaning system provided	Yes, No
	Volume Support	Yes, No
	Non-forced Slow Vital Capacity	Yes, No
	Physiologic Dead space	Yes, No
	RSBI	Yes, No
	Imposed work of Breathing (WOBi)	Yes, No
	Expiratory Time constant (Tcexp)	Yes, No
	Compliance static and dynamic	Yes, No
	Inspired and expired resistance	Yes, No
	Occlusion pressure	Yes, No
	Inspiratory and expiratory hold	Yes, No
	Spontaneous frequency	Yes, No
	Total peep, intrinsic peep, extrinsic peep	Yes, No
	Expiratory block is autoclavable and no routine calibration required	Yes, No
	Auto compensation for ET Tube	Yes, No
	Facility for automatic compliance & Leakage compensation for circuit available	Yes, No

Specification	Specification Name	Bid Requirement (Allowed Values)
	RS 232 out put port	Yes, No
	USB/Memory card	Yes, No
	HLT Compliant out put	Yes, No
	Type of coloured display	LED, LCD, TFT
	Display should be touch screen	Yes, No
	NIV (Non Invasive Ventilation) to be possible in all modes of ventilation available	Yes, No, NIV available in pressure targeted modes only
	Size of display (in inches)	12, 15, 17, 18
	Graphic display have automatic scaling facility for waves	Yes, No
	Provision of UPS	Yes, No
	Backup time in hrs	1, 2, NA if not provided
	Built in air source	Air compressor (external), Turbine (In built)
	Availability of stand alone compressor	Yes, No
	Compressor certification	US FDA, European CE, Both European CE and US FDA, BIS
	Compressor shall provide an oil free Medical air, with Peak output flow should be minimum 150 LPM and Air quality complying with ISO compressed air purity class	Yes, NA (for turbine)
	Seller shall ensure compatibility of compressor with ventilator	Yes, NA for Turbine
	Inbuilt nebulizer with particle size less than 3 micron	Yes, No
	Comprehensive Warranty in years	5, 1, 2, 3, 4
Additional Accessories	Type of flow sensor	Reusable, Disposable, NA
	No of disposable flow sensor	50, 100, NA
	Humidifier: Servo controlled with digital monitoring of inspired gas temperature with heating wire	1, 2, NA

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 - ICU Ventilator (30 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Technical requirement	REQUIRED TECHNICAL SPECIFICATIONS HAS BEEN ATTACHED IN "BUYER ADDED BID SPECIFIC ATC". BIDDERS ARE REQUIRED TO QUOTE FOR THE PRODUCT MEETING WITH TECHNICAL REQUIREMENT GIVEN IN "BUYER ADDED BID SPECIFIC ATC"

* 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	Satish Sangawat	110029,National Centre for Ageing, AIIMS, New Delhi	30	60

Special terms and conditions-Version:2 effective from 15-06-2021 for category ICU Ventilator

- 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.
 - 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.
 - 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.
 - 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.

- **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.

- **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.

- **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.

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

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. Make in india specific authorisation 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. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Ventilator Machine

The advance intensive care ventilator should have the following features:

1. The ventilator should be external compressor medical air driven, suitable for adults from the same OEM.
2. Equipment should meet international quality directives body i.e. USA-FDA/510K / CE (European) certificate issued by notified bodies under directive 93/42/EEC Medical Devices. The O.E.M. should also have relevant IS/ISO 13485 certifications.
3. Built in TFT/LED color touch screen, graphical display of at least 17" for monitoring of real time waveform,

loops & monitors values.

4. Should have the following modes of ventilator:
5. Basic Modes:
 - a) VCV
 - b) Pressure controlled & assist controlled (PCV/PAV)
 - c) SIMV
 - d) CPAP
 - e) NIV
6. Advanced Modes:
 - a) BIPAP/Bi-Vent with pressure support
 - b) Airway pressure release ventilation (APRV)
 - c) PRVC
7. Automatic tube compensation inspiratory as well as in expiratory cycle.
8. Apnea backup available.
9. Should have setting for the following parameters:
 - a) Tidal Volume: 20ml-1200ml
 - b) Pressure: upto 60 mbar
 - c) Pressure support: upto 30 mbar
 - d) FiO₂: 21-100%
 - e) Inspiratory/ Expiratory pause
 - f) Inspiratory time/ expiratory time/ I:E Ratio
 - g) Frequency 5-40 breath per minutes or more
 - h) Inspiratory peak flow 5 to 120L/min
 - i) PEEP: 0-40 cm H₂O
 - j) Inspiratory time: 10-80% of breath cycle time
 - k) Trigger flow and trigger pressure must be available
 - l) Inspiratory Trigger: Flow or pressure sensitivity
10. Should have the following monitoring parameters:
 - a) Inspired and expired volume
 - b) Pressure (Peak, Mean, Plateau & PEEP)
 - c) Minute volume
 - d) FiO₂
 - e) Intrinsic PEEP
 - f) Resistance & Compliance
 - g) Rapid shallow breathing index
 - h) Tidal volume at pressure support level

11. Should display real time waveform/ loops for the following:
 - a) Waveforms: Pressure, flow & volume
 - b) Loops: Pressure vs flow, pressure vs volume, volume vs flow
 - c) Display user defined trends (Tabular & graphical) for 48-72 hrs.
 - d) Log of last 100 events/ alarms with date, time & patient values.
12. Should have advanced adaptive closed loop ventilation with continuous automated protocol implementing ability for improved patient ventilator to improve weaning.
13. Should have either of the following automated protocol for automatic weaning of patient:
 - a) Should adjust the pressure support to the lowest possible limit based on the breath of breath analysis of the respiratory rate, tidal volume & EtCO₂ in a particular patient with help of information about patient weight, airway access and medical history.
 - or
 - b) Should be able to assist ventilation on breath to breath basis according to the electrical activity generated by the diaphragm
 - or
 - c) Should optimize oxygenation automatically to adjust FiO₂ and PEEP, to achieve a target SPO₂ and the ventilation setting should adjust MV, VT and RR automatically to achieve a target EtCO₂.
14. Should have the following high and low alarms:
 - a) Airway pressure, Cio₂, Respiratory rate, Minute volume, Apnea, Air supply, Oxygen supply, power failure, battery low.
 - b) Alarm silence: 2 Min
15. Should have the following parameters:
 - a) Device check facility to check the leak & compliance to deliver the set volume.
 - b) Should have information key to check the cause to alarm.
 - c) Should have respiratory mechanics maneuvers like static compliance and resistance. Lower infection point and upper infection point & Auto PEEP display.
 - d) It should have provision of occlusion pressure measurement, Pplat and compliance measurement.
16. Should have inbuilt ultrasonic nebulizer for nebulizing without drugs
17. Should have servo controlled European CE/ USFDA and BIS/ ISO approved humidifier.
18. Should be supplied with following accessories (with each ventilator) by the same manufacturer:
 - a) Humidifier with reusable chamber - 02 nos
 - b) Autoclavable/ reusable expiratory and inspiratory valves - 02 nos each
 - c) Reusable, steam sterilisable and silicon hose set - 4 for adult use.
 - d) Ultrasonic nebulizer - 01 unit
 - e) 02 (Two) NIV Mask with each ventilator

Note: Supply of 20 nos of catheter, sensor, probe from automatic weaning protocol atleast/ NIV with expiratory valve, cassette to be supplied 02 each and covered under warrantee & CAMC. Price list of all spares, consumables, accessories is also required to be submitted with the tender.

19. The machine should have an inbuilt external compressor from the same OEM.

20. Equipment should be demonstrated to the technical members and compliance statement should be supported with brochures and technical data sheet.
21. The equipment must be USFDA/ European CE approved.
22. Inbuilt battery backup for minimum 60 minutes.
23. Company should have service centre in Delhi/NCR.
24. Comprehensive warrantee applicable on spares and accessories which includes the cost of flow sensors, consumable like sensor parts made in silicon, etc.
25. The vendor can do a site survey and check the existing EMR for this integration.
26. Accessories and consumables: Cost of all accessories / spares/ consumable item should be quoted separately and it should be fixed for 10 years from the date of procurement of the equipment.
27. Warrantee & CAMC: The Company should provide 5 years comprehensive warrantee and 5 years CAMC thereafter with replacement of defective/ mal-functioning part free of cost. If any part of the equipment is not covered under warrantee & CAMC, vendor must provide advance information.
28. All components should be from same OEM.
29. All firms should ensure that they have quoted their highest model that meets the abovementioned specifications.
30. Physical demonstration for trial of use is mandatory.

“The specifications pertaining to this equipment are broad based and many reputed companies fulfill our specifications/ requirements”.

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 =

$$C + C * \left\{ \frac{A1}{100} / (1.10^n) + \frac{A2}{100} / (1.10^{n+1}) + \frac{A3}{100} / (1.10^{n+2}) + \frac{A4}{100} / (1.10^{n+3}) + \frac{A5}{100} / (1.10^{n+4}) \right\}$$
 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---