



Bid Number/बोली क्रमांक (बिड संख्या)[:] GEM/2023/B/4269606 Dated/दिनांक : 15-12-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	15-01-2024 16:00:00	
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	15-01-2024 16:30:00	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)	
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Science And Technology	
Department Name/विभाग का नाम	Department Of Science And Technology (dst)	
Organisation Name/संगठन का नाम	Sree Chitra Tirunal Institute For Medical Sciences And Technology (sctimst)	
Office Name/कार्यालय का नाम	Thiruvananthapuram	
Total Quantity/कुल मात्रा	3	
Item Category/मद केटेगरी	Anaesthesia Workstation (Q3)	
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	60 Lakh (s)	
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	240 Lakh (s)	
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)	
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes	
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes	

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Past Performance, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, OEM Annual Turnover, Additional Doc 1 (Requested in ATC), Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Past Performance/विगत प्रदर्शन	30 %
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No
Comprehensive Maintenance Charges Required	Yes
Type of Bid/बिंड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	5 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Estimated Bid Value/अनुमानित बिड मूल्य	12000000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Required/वितीय दस्तावेज की आवश्यकता है।	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	600000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	10.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	38

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है।

एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

Beneficiary/लाभार्थी:

Director, SCTIMST

Sree Chitra Tirunal Institute for Medical Sciences and Technology (SCTIMST), Thiruvananthapuram, Department of Science and Technology (DST), Ministry of Science and Technology (Dr.sanjay Behari)

Splitting/विभाजन

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

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes

- 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" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. 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" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. 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. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier

as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

- 7. 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. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023 OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. 8. 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.
- 9. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / 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.

Anaesthesia Workstation (3 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Performance Parameters	Purpose of anesthesia workstation	Anesthetic machine in used to provide an accurate and continuous supply of medical gases mixed with an accurate concentration of anaesthetic vapour and deliver this to the patient at a safe pressure and flow.
	Components of Anesthesia workstation	Anesthesia machine , Inbuilt ventilator , vaporisor , Gas delivery system , Multi para monitor

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Type of mounting for the Anesthesia workstation	Trolley Mounting
	Material used for Anesthesia workstation	Epoxy powder painted steel
	Mode of integrated scavenging system with pressure relief valve	Active, Passive
	Minimum Battery backup for anesthesia workstation	1 hour
	Minimum Battery backup for Ventilator	1 hour
	Minimum Battery backup for monitor	1 hour
	Facility of manual ventillation in case of electricity and battery failure	Yes
	Facility of gas and agent delivery in case of electricity and battery failure	Yes
	All the components likes anesthesia machine, integrated ventilator, vaporizer from the same manufacturer	Yes, Yes (except for desoflurene/Enflurane vaporizer to be sourced from reputed OEM with complete warranty support and authorization)
	Patient monitor from same manufacturer	Yes, No
	The anesthesia machine can be used safely up to 1000 gauss line while being used with MRI	Yes, No
	Should have Air/N?O interlock	Yes
	Warranty in years	3, 4, 5
Gas Delivery System	Mode of gas mixing	Electronic, Pneumatic
	Type of hypoxic guard with automatic cutoff of N2O	Electronic, Mechanical
Vaporizer	Vaporizer compatible to gases	Sevoflurane, Isoflurane, Desflurane
Breathing System	Number of bains circuit (adult) supplied with workstation	10, 15, 20
	Number of Jackson Rees circuit for pediatric patients supplied with workstation	10, 15, 20

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Volume capacity of breathing system in liters	1.5, 1.7
Anesthesia Ventilator	Available modes of operating ventilator	Manual/spont, volume controlled , pressure controlled , SIMV/PS
	Ventilator should be capable to pressure support	Yes
	Screen size of Ventilator monitor in inches	15
Monitor	Type of monitor	TFT, LCD
	Size of monitor in inches	15, 19
	Patient multipara monitor shall be able to display parameters	HR,SpO2,NIBP,ECG,Temp, Agent identification (MAC),NIMT/BIS,Entropy
	NMT to be displayed	Yes, No
	Dual temperature to be displayed	Yes
	BIS/ENTROPY to be displayed	Yes, No
	Capnography to be displayed	Yes
	EtCO2 to be displayed	Yes
	IBP1 and IBP2 to be displayed	Yes
	CO(cardiac output) to be displayed	Yes, No
	System to be supplied with oxygen monitor	Yes
Additional Accessories	Provision for laryngscopes	Yes (adult and pediatric), Not Provided
Accessories	Reusable patient circuits	2
	Reusable masks	Adult & Pediatric i piece on each sizes 0,1,2,3,4 & 5
	SPO? sensor provided	1
	NIBP cuff	1
	Skin and nasopharyngeal temperature probe	1
	ETCO2 sample lines	10
	Reusable IBP interface cables	1
	Disposable IBP transducers	10
	BIS sensors	25

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Accessories for wall mounting	NA (If trolley mounting)

Comprehensive Maintenance	
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

Additional Specification Parameters - Anaesthesia Workstation (3 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)	
Number of bains circuit (adult) supplied with workstation	1. Not required	
Number of Jackson Rees circuit for pediatric patients supplied with workstation	2. Not required	
3. Additional Parameters mentioned in the Buyer Added Bid Specific ATC	3. Bidders should also comply the additional parameters mentioned in the Buyer Added Bid Specific ATC	

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Shiju V S	695011,Sree Chitra Tirunal Institute For Medical Science and Technology,Medical College PO, Trivandrum	3	60

Special terms and conditions-Version:2 effective from 21-10-2022 for category Anaesthesia Workstation

- All Provisions of Drugs and Cosmetics Act, 1940 and Rules made there under as amended till date will always be applicable. This will include all notifications issued by *Central Drugs Standard Control Organisation(CDSCO)*, Ministry of Health & Family Welfare (MoHFW) and Department of Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers time to time in this regard.
 - 2. The sellers are registered on GeM based on self-declaration of valid Drug License, product certification, test reports etc. However, buyers must check and validate the details at their end for all applicable licenses and certifications e.g., validity and authenticity/genuineness of drug license, product certification, manufacturer certification/licenses, test reports etc.
 - 3. The price offered by the seller shall not, in any case exceed the DPCO controlled price, if any, fixed by the Central/State Government, the Maximum Retail Price (MRP) and the selling price. The seller must reduce the prices if there is any reduction in DPCO ceiling price, if any.
 - 4. **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.
 - 5. 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.
 - 6. **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.
 - 7. **Packing and Marking:** Medical equipments being very delicate and sensitive packing for the goods should be strong and durable enough to withstand transit including transhipment (if any), rough handling, open storage etc. without any damage, deterioration etc. .The size, weights and volumes of the packing cases, remoteness of the final destination of the goods, availability or otherwise of transport and handling facilities at all points during transit up to final destination,. Quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall take into consideration the type of medical equipments being supplied. The accessories shall be suitably labelled and packed. Each of the package shall be marked on three sides with indelible paint of proper quality: indicating contract number and date, brief description of goods including quantity, Packing list reference number, country of origin of goods and any other relevant details.
 - 8. **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.

- 9. **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.
- 10. **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.
- 11. **Software:** All software updates should be provided free of cost during warranty period.
- 12. Any other Terms and Conditions which is not included or at variance with the conditions specified in

STC/GTC, may be added by the buyer through Additional Terms and Conditions in the bid to ensure items are procured from authentic/validated source with appropriate and applicable quality. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede specific STC which shall supersede General Terms and Conditions ("GTC"), whenever there are any conflicting provisions.

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 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 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Director, SCTIMST payable at SBI

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

3. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

4. Generic

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

5. Generic

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 7 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

6. 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 Biannually 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

As per tender conditions

(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).

7. 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.

8. 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 %.

9. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

А	Bidders are advised to quote prices as per technical specification. However detail ed breakup of quoted prices should be provided in Price Format - A uploaded in the prescribed place (Financial Document Required) on online GeM portal. The prices quoted in the prescribed field on GeM portal will be considered for ranking purpose. Total price quoted in Price Format - A must match with the price quoted in GeM portal.
В	The Bidders are advised to quote price of Spare parts, Consumables in the attac hed format "B" and "C" accordingly and uploaded the same in the prescribed place (Financial Document Required) on online GeM portal. The equipment shoul d be supported with spares for a minimum period of 10 years after successful ins tallation and commissioning." All the spares and consumables required for the equipment should be made available through GeM throughout the agreed supporting period".
С	The three years warranty sought for is OEM/bidder free warranty without any add itional cost towards extended warranty to fulfil the tender condition. The charges , if any, claimed by the bidder towards warranty in this regard and included in the product cost in Price Format -A should be mentioned in the price format D al so, and uploaded the same in the prescribed place (Financial Document Required). This warranty charges shall not be considered for calculating actual CAMC value to be payable after warranty period. Where the total cost does not include such warranty charges, the bidder shall submit a declaration- "Certify that the Equipm ent/accessories quoted in the bid is having OEM/bidder free warranty of three ye ars and the total cost quoted in the bid does not include any warranty charges to fulfil the tender condition of three year warranty". This declaration shall be furnis hed along with the Technical bid in format H. False declaration may lead to rejection of bid. In the case of agents quoting on behalf of their foreign principal, proforma invoice from the OEM (Foreign principal company) indicating the nature of after sale service including warranty condition and commission payable to the Indian agent shall be furnished along with the price bid.

As per the Institutes general policy, the maximum CAMC charges after warranty period will be 5% of the cost of the equipment. However the bidders can quote C AMC charges in the range of 3 to 10 % of the cost of equipment, depending on the e nature of equipment to be maintained. The CAMC charges shall be quoted in pe rcentage rate in GeM bid and escalation in CAMC charges shall be allowed at ma ximum 5% after every three years of CAMC. This CAMC charges at Net Present V alue shall be taken into account for arriving the lowest responsive bidder. The ac tual CAMC value to be payable after warranty period shall be separately worked out based on the "Cost of the equipment for CAMC calculation" and shall be furni shed in "Format -E" and uploaded the same in the prescribed place (Financial D ocument Required). The year wise rate percentage of CAMC quoted in the bid for L1 evaluation should be used for calculating the actual CAMC value. The "cost of the equipment for CAMC calculation" shall not include additional warranty cost (if any), cost towards Installation, Commissioning and Testing (in addition to the orig inal equipment cost of the OEM), cost of transportation, including import customs duty, Agency commission, any specific excluded items from CAMC as per the ten der condition and GST included in the product cost quoted. The cost of the equip ment for CAMC calculation shall be mandatorily furnished in **format D**.

The warranty and CAMC condition as given above should be applicable for the third party items, if any supplied. The successful bidder shall furnish the agreement executed in this regard with the third parties as and when called for. The genuin eness of price quoted for the equipment / accessories are very important and this price shall not be loaded with any other cost. A declaration in this regards shall be furnished along with technical bid in **format H**

The successful bidder shall enter into CAMC 3 (three) months prior to the comple tion of warranty period. The CAMC will commence after the date of expiry of warr anty period from the date specified in the work order and as per the terms and c onditions issued in this regard, which will be treated as the first year of CAMC. Th is tender will form part of the CAMC work order.

Penalty clause:

D

F

1. Delay in Delivery:

If the supplier fails to deliver or install/commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the Purch ase Order, the Purchaser shall, without prejudice to other rights and remedies av ailable to the Purchaser under the contract, deduct from the contract price, as liq uidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser may consider termination of the contract.

If any delay by the supplier in maintaining its contractual obligations towards del ivery of goods and performance of services shall render the supplier liable to an y or all of the following sanctions:

- I. Imposition of liquidated damages,
- II. Forfeiture of its Performance Security and
- III. Termination of the Contract for default

2. Performance (during Warranty period)

Supplier should ensure uninterrupted service delivery of the equipment or product during the warranty period. In this regard following conditions also may be noted:

	I. In case of failure of equipment or its components, breakdown call has to be attended within 48 hours of intimation.		
	II. The defect should be rectified within two days after the call is atte nded, failing which replacement or standby equipment should be provided for uninterrupted services.		
G	III. In case of non-adherence to clause (a) or (b) above, downtime penal ty will be realised a sum equivalent either the repairing charges m et by the Institute to set right the equipment or 0.5 percent per day of cost of the equipment, whichever is higher, from the date of report of breakdown by way of deductions from SD/Performance Bank G uarantee.		
	IV. The time spent on the repair work will be added to the warra nty period of the equipment.		
	3. Performance (during CMC/AMC period):		
	i.Uptime means 95 percent of total days in a year during which the equip ment remains functional.		
	II. Down time means any shortage in achieving the up-tim e		
	III. Down time penalty will be levied as per following terms and condition:		
	IV. In the case of CMC, it shall be the responsibility of the s ervice provider to set right the equipment and avoid down time. Down time penalty will be imposed @ 0.5 percent of contract value per day from the service provider.		
	V. In case auxiliary units/components attached to the main equipment undergoes failure and the main equipment provides uninterrupted services, down time penalty will be imposed @ 0. 1 percent of contract value per day per auxiliary unit from the service provider.		
	VI. Service provider should ensure rectification of defect of equipment within a reasonable period in the case of Labour Ann ual Maintenance Contract. In case break down is not attended w ithin 48 hours of intimation, down time penalty will be imposed @ 0.5 percent per day of contract value from the service provid er.		
	Integrity Pact Agreement will form part and parcel of this tender. It is mandatory to enclose the Integrity Pact Agreement along with the techno-commercial bid. In dependent External Monitors:		
Н	1. Shri.Prahlad Kumar Sinha, IP & TAFS (Rtd.) Ph.No.09423677066 <u>I.Dpekay</u> 66@gmail.com.		
	2. Dr.Ved Prakash, ITS (Rtd). Ph: 9810546996 Email: wed60prakash@gmail.com		

Restrictions under Rule 144 (xi) of GFR 2017 - Any bidder from a country which s hares a land border with India will be eligible to bid in this tender only if the bidd er is registered with the Competent Authority (i.e Registration Committee constit uted by Department for Promotion of Industry and Internal Trade (DPIIT)). The bi dder should furnish a declaration to this effect along with bid documents as show n below. Ι "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bi dder is not from such a country or, if from such a country, has been registered with the Competent Authority, I hereby certify that this bidder fulfills all requir ements in this regard and is eligible to be considered. [Where applicable, evid ence of valid registration by the Competent Authority shall be attached]" **Oualification criteria** The bidder must be a manufacturer or their authorized agents having a place of business in any state of India are eligible to participate in this bid. The bidders sh ould submit "Manufacturer's Authorization Form" for each items quoted and shall be submitted along with technical bid, as per the format enclosed in the bid docu J ment (Format "F"). MII declaration should be furnished in the attached format along with bid docum ent "Format G". The declaration shall be certified by the statutory auditor or c ost auditor. Bidders may please be read as uptime warranty as 95 % instead of 98 % as per b Κ id terms and conditions. SCTIMST reserves the right to ask for a free demonstration of the quoted equipm ent/ items after giving reasonable time to the bidder at a pre-determined place a cceptable to the purchaser or at a site (in case of non-portable and heavy equip L ment) for evaluating the technical compatibility as per the bidding document spe cifications, professionalism and quality of work of the bidder for technically qualif ying for opening the Price Bid. SCTIMST reserves the right to accept/ reject the bi d based on the product/ site evaluation as stated above. List of documents to be attached along with bid. Μ Technical Bid Format F, G and H Price bid Format A, B, C, D and E

BIDDERS SHOULD ALSO COMPLY THE FOLLOWING ADDITIONAL PARAMETERS

System parameters:

A. The latest system/make/model/version/edition of Anaesthesia workstation with hae modynamic monitor, launched in India not more than 4 years before the date of deli very to the users, should be supplied.

Performance parameters:

- A. Flow rate in LPM: Change to inspiratory flow up to 120 LPM + Fresh gas flow
- B. Ventilator operation with compressed air or compressed oxygen in case of compress ed air failure or without any medical gas consumption. There may be decoupling of fre sh gas flow.
- C. Virtual gas flow meter should be displayed onscreen.
- D. System should have tools to support low and minimal flow anaesthesia such a s for anaesthetic gas economy, and details of low flow parameters.

E. Should be suitable for adult, pediatric patients and neonates

F. Work surface light illumination with ON/OFF switch

Gas delivery system:

- **A.** Availability of digital display of pressure gauges for cylinder and pipelines in anaest hesia workstations: Add digital display of pressure **gauges**
- B. The sample gas should return into the breathing system during low flow Anaesthesia
- C. Electronic gas mixing
- D. Electronic hypoxia guard

Vaporizers:

A. Selectatec mounted Sevoflurane and Isoflurane vaporizers

Breathing system:

- A. Breathing system warmer or any other mechanism should be integrated for breathin g gas conditioning and avoidance of condensation
- B. Carbon dioxide absorbent soda lime chamber should have capacity of 1.2 litres or mor

e.

- C. Volume capacity of breathing system in litres 1.5 litres or more considering bag as a part of breathing system
- D. Auxiliary flow meter for oxygen

Anaesthesia ventilator:

- A. Integrated ventilator shall not require bellows to be changed for adults and infants.
- B. Bidder should supply electronically-controlled piston ventilators; or integrated microprocessor controlled and pneumatically driven ventilator with Bellows, or microprocessor incorporated-Turbine ventilators; or any latest technology to ge nerate ventilation
- C. Tidal volume of ventilator in ml 5 ml to 1400 ml.
- D. Breathing frequency in BPM 3 to 100 BPM.
- E. Modes of ventilation: Volume controlled, pressure controlled, Pressure ventilation with volume guarantee or similar mode for delivering set tidal volume at minimum airw ay pressure, SIMV, pressure support, manual
- F. It should have dual-flow sensing technology with flow sensor at inspiratory and-expir atory side.
- G. Ventilator preset should include automatic patient-specific ventilation settings through ideal body weight, age and height
- H. Screen size 15 inches or larger

Monitoring screen:

- A. Should have display of up to 4 real-time waveforms and display of concentration of (side- stream) CO2, O2, and anaesthetic agents, airway pressure, inspiratory and expiratory flows and loops for P-V and F-V loops
- B. Should have cardiopulmonary bypass mode

Hemodynamic monitor:

- A. The hemodynamic monitor may belong to same manufacturer as that of the An aesthesia workstation or may be a state-of-art latest monitor from a third-party v endor.
- B. The degree of the rotation of the monitor arm should be more than 90 degree
- C. Hemodynamic monitor should be mounted on the top of the workstation and the nece

ssary mounts must be supplied.

- D. Monitoring screen should be **fifteen (15) inches** or larger in size.
- E. It should have touchscreen colour display with large fonts and provide access to min imum 12 or more waveforms
- F. Monitoring solution shall support least sixteen (16) different display layouts.
- G. It should have minimum parameters such as ECG, NIBP, SpO2, two temperatures and 2 invasive pressures as standard features. There should be provision for monitoring ad ditional 2 invasive pressures (Total 4 invasive pressures) either directly or through upg rades such as pods/modules and softwares.
- H. ECG: Should have 5 lead ECG monitoring capability with display of three leads of EC G waveforms simultaneously. Should display 12 leads of ECG monitoring at a range of 15 to 300 bp. Should display 12 leads of ECG by connecting 6/5 ECG lead wires (Redu ced lead set algorithm) as standard feature with max. lead positions as per standard le ad placement.
- I. Should have basic arrhythmia detection for life-threatening alarms that include asy stole, ventricular fibrillation, ventricular tachycardia, and bradycardia and more.
- J. Should have non-volatile graphic and tabular trending of all monitored paramet ers as standard for minimum 96 hrs.
- K. Should have manual as well as automatic setting of screen format with selec table parameter priority & colour selection for **parameters** on screen.
- L. Should have Defibrillator and ESU protection, ECG Sync, IABP interface (ECG an d Arterial for triggering and deflation with a device delay of <20 millisec)
- M. It should be ready for wired networking
- N. While using another application, the monitor configuration will always allow f or continuous viewing of the real-time parameter data.
- O. Should have Touchscreen, Rotary knob & keyboard
- P. Monitor shall provide the option to connect a secondary display that can be configur ed as an independent display without the need for additional hardware and uses the ability to configure the location, speed and color of the parameters and their associat ed waveforms separately to the monitoring workstation.

Transport monitor:

- A. Should have transport monitor from the same manufacturer or a latest monitor from a third-party vendor
- B. It should have minimum 6 inches screen.
- C. It should display minimum 4 parameters at a time with three or more waveforms. O ne of the waveforms and digital parameter value should be dedicated to invasive pressure monitoring.
- D. It should have a battery backup of 120 min or more
- E. Without additional modules or batteries it should allow transport. The invasive pres sure transducer, ECG and SpO2 should be compatible with both the hemodynamic monitor and the transport monitor. If they are not compatible, then appropriate interveni

ng adaptors between the transport monitor and pressure transducer, ECG and SpQ s hould be provided.

Paperless charting solution:

- 1. Paperless charting solution server should be provided.
- 2. There should be provision for digital entry of preoperative anaesthesia record.
- **3.** Facility for automatic electronic charting and data management solution with dataa rchival facility for patient monitor and ventilator data should be provided.
- 4. Charts should be seen on patient monitor screen itself.

Accessories:

Following accessories should be provided, which are compatible with the Hemodynam ic monitor and transport monitor

- A. 5/6/10 lead ECG Cable 2 in quantity
- B. SpO2 set finger Paediatric, Neonatal and Adult sensor with extension cable -3 in quantity each
- C. Skin temperature Probe 2 in quantity
- D. Rectal / Oesophageal temperature probe 2 in quantity
- E. Covers for the machine to cover when it is not in use.
- F. ETCO2 Sample lines: 10 in quantity
- G. Reusable IBP Interface cables: 2 in quantity
- H. Disposable IBP transducers: 10 in quantity

Slave monitor:

A. 19 inch or above color TFT slave monitor displaying the ECG, hemodynamics,respi ratory, anesthesia gas concentrations temperature, pulse oximeter, EtCO2, BIS and p referably NMT values to be included.

10. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

11. Generic

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

12. Certificates

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

13. Generic

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

- (a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to:-
 - (i) Inhibit the desires and designed function of the equipment.
 - (ii) Cause physical damage to the user or equipment during the exploitation.
 - (iii) Tap information resident or transient in the equipment/network.
- (b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

14. Generic

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

15. Turnover

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

16. Past Project Experience

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

17. 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)

18. 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

DIRECTOR, SCTIMST payable at SBI, TVM

. 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.

19. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

20. Warranty

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 7 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-imberse the cost of such service / rectification to the Buyer.

21. Certificates

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

22. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

23. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. Click here to view the file

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

Additional Clause For Comprehensive Maintenance Charges

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

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

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

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- ${\sf A3}$

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 includingCMC and then show the inter-se-ranking of the bidders. The following are the variables

- (i) Number of years for which CMC required.
- (ii) Number of years of product warranty

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

Total Cost for evaluation=

 $C+C^*\{(A1/100)/(1.10^n)+(A2/100)/(1.10^n+1)+(A3/100)/(1.10^n+2)+(A4/100)/(1.10^n+3)+(A5/100)/(1.10^n+4)\}\ \ and\ so\ on$

C - Cost for equipment quoted and n shall be number of years of product warranty specified.

If 2 year warranty specified, n shall be2 and if 5 year warranty specified, n shall be 5. A1,A2, A3, A4& A5shall depend on how many years CMC selected. For3 yearCMC, only A1,A2 and A3 factors are to be taken into account and A4 and A5 will not be applicable.

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

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

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

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

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

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

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

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---