

## Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	11-06-2025 14:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	11-06-2025 14:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	180 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Science And Technology
<b>Department Name/विभाग का नाम</b>	Department Of Science And Technology (dst)
<b>Organisation Name/संगठन का नाम</b>	Sree Chitra Tirunal Institute For Medical Sciences And Technology (sctimst)
<b>Office Name/कार्यालय का नाम</b>	Thiruvananthapuram
<b>क्रेता ईमेल/Buyer Email</b>	buycon14.sctimsts.kl@gembuyer.in
<b>Total Quantity/कुल मात्रा</b>	5
<b>Item Category/मद केटेगरी</b>	High End Multipara Monitor (V2) (Q2)
<b>Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष</b>	3 Year (s)
<b>MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/</b>	Yes
<b>Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/</b>	Yes
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (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
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	No
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	Yes
<b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination

Bid Details/बिड विवरण	
Comprehensive Maintenance Charges Required	Yes
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Estimated Bid Value/अनुमानित बिड मूल्य	6000000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Required/वित्तीय दस्तावेज की आवश्यकता है।	Yes
Arbitration Clause	No
Mediation Clause	No

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	150000

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
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 दस्तावेज प्रस्तुत करने हैं। 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

(Director, Sctimst)

**MII Purchase Preference/एमआईआई खरीद वरीयता**

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
3. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC 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.
4. Preference to Make In India products (For bids > 200 Crore) (can also be used in Bids < 200 Crore but only after exemption by competent authority as defined in Dep't of Expenditure OM dated 28.5.2020): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
5. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is

validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

6. 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.

7. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

## High End Multipara Monitor (V2) ( 5 pieces )

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

### Technical Specifications/तकनीकी विशिष्टियाँ

\* जेम कैटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
PRODUCT INFORMATION	Type of Monitor	Pre- Configured, Modular
	Monitoring Parameters	ECG, HR, Respiration Rate, SpO2, Pulse Rate, NIBP, Temperature, IBP
	Length of time of full disclosure of patient data in hr	? 24, ? 48, ? 72 Or higher
	Length of time of trending in hr	? 24, ? 48, ? 72 Or higher
ECG PARAMETERS	Number of leads of ECG	3, 5, 6, 10
	ECG Waveform number of leads display	7, 8, 12
RESPIRATION PARAMETERS	Respiration rate measurement range	0 - 100 bpm or more, 0 - 150 bpm or more
PULSE OXIMETERY PARAMETERS	SPO2 measurement range	40 - 100%, 70 - 100%
NIBP PARAMETERS	Systolic Blood pressure monitoring range	30 - 300 mmHg or more, 40 - 250 mmHg or more, 40 - 270 mmHg or more
	Diastolic Blood pressure monitoring range	10 - 200 mmHg or more, 30 - 220 mmHg or more
TEMPERATURE PARAMETERS	Type of probe	Skin, Rectal, Esophageal
IBP PARAMETERS	Number of channels for IBP	2, 3, 4, 8

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
ETCO2 PARAMETERS	Sensor type	Mainstream, Sidestream, Microstream, NA
DISPLAY PARAMETERS	Display Size in inches	10, 12, 15, 17, 19 Or higher
	Traces of display	>6, >10, >12, >14
	User Interface of display	Touchscreen, Rotary knob, Touchscreen and Rotary knob
WARRANTY	Warranty (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)	1, 2, 3, 4, 5 Or higher (year)

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 - High End Multipara Monitor (V2) ( 5 pieces )

Specification Parameter Name	Bid Requirement (Allowed Values)
Remarks 1	Bidders should comply the additional parameters mentioned in Buyer Added bid specification ATC.
Remarks 2	Bidders should not include price elements in the technical bid. The Price Formats A, B, C, D and E to be submitted along with financial bid only. If any of the price components is disclosed in the technical bid, the bid will summarily be rejected and the bidder will be DISQUALIFIED from further bidding process.

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

**Consignees/Reporting Officer/परेषितो/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	5	30

**Special terms and conditions-Version:1 effective from 09-08-2024 for category High End Multipara Monitor (V2)**

1. All Provisions of Drugs and Cosmetics Act, 1940 and Rules (including Medical Device Rule 2017) made there under as amended till date will always be applicable. This will include all notifications issued by Central Drugs Standard Control Organization (CDSCO), Ministry of Health & Family Welfare (MoHFW) and Department of Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers time to time in this regard.
2. The sellers are registered on GeM based on self declaration of valid Medical Device License, product certification, test reports etc. However, buyers must check and validate the details at their end for all applicable licenses and certifications e.g., validity and authenticity/genuineness of Medical Device license, product certification, manufacturer certification/licenses, test reports etc.
3. In case of authorized resellers/distributors, it will be the legal & regulatory liability of the manufacturer to ensure that their resellers/distributors are operating in compliance with all relevant laws and regulations and are properly licensed to sell the manufacturer's products, including verifying the validity and authenticity of Medical Device license held by them.
4. The price offered by the seller/bidder shall not, in any case exceed the DPCO/NPPA controlled price or price fixed by State Government, if any. The seller must reduce the prices if there is any reduction in DPCO/NPPA ceiling price or price fixed by State Government, if any.
5. Any other Terms and Conditions which is not included or at variance with the conditions specified in STC/GTC, may be added by the buyer through Additional Terms and Conditions (ATC) in the bid to ensure items are procured from authentic/validated source with appropriate and applicable quality. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede specific STC which shall supersede General Terms and Conditions (GTC), whenever there are any conflicting provisions.
6. **Comprehensive warranty:** Comprehensive warranty shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares. During the warranty period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months. warranty shall not be including the consumables. Further there will be 98% uptime warranty during warranty period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend warranty period by double the downtime period.
7. **Service centres:** Details of Service outlets in India to render services for equipment to be furnished to buyer/consignees with complete address, telephone numbers, e mails etc at time of making the supplies. It shall be the responsibility of seller to ensure that authorized service centres are available to cater to the areas where supplies are made within reasonable distance from where the service calls can be handled. Details of toll-free numbers for service call and online registration of service requests also to be provided buyer/consignee at the time of supplies.
8. **Source of supply:** It shall be responsibility of seller to provide Documents regarding source of equipments such as copy of Performa invoice or any other documents to establish that the products supplied are manufactured by OEM indicated and sourced from them.
9. **Packing and Marking:** Medical equipments being very delicate and sensitive packing for the goods should be strong and durable enough to withstand transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. .The size, weights and volumes of the packing cases, remoteness of the final destination of the goods, availability or otherwise of transport and handling facilities at all points during transit up to final destination,. Quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall take into consideration the type of medical equipments being supplied. The accessories shall be suitably labelled and packed. Each of the package shall be marked on three sides with indelible paint of proper quality: indicating contract number and date,

brief description of goods including quantity, Packing list reference number, country of origin of goods and any other relevant details.

10. **Spare Parts:** Seller shall provide materials, information etc. pertaining to spare parts manufactured and supplied by the OEM. It shall be ensured that the required spares are available for purchase at least for 10 years from date of supplies. In case due to any reasons the production of the spare parts is discontinued sufficient advance notice should be given to the buyer/consignee before such discontinuation to provide adequate time to purchase the required spare parts etc. Further, OEM and their service centres/dealers shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the equipments so that the same are available. OEM or reseller shall always accord most favoured client status to the buyer/consignee and shall give the most competitive price for spares and consumables of its machines/equipments supplied.
11. **Installation, Training, Manuals:** Seller shall be responsible to carry out Installation & commissioning, Supervision and Demonstration of the goods. They shall provide required jigs and tools for assembly, minor civil works for the completion of the installation and Training of Consignee's representatives for operating and maintaining the equipment and supplying required number of operation & maintenance manual for the goods. In case the category parameters are specifying any requirements regarding the installations, training and manuals the same shall also be applicable.
12. **Electrical safety checking:** Sellers are required to make sure that they furnish the list of equipments for carrying out routine and preventive maintenance to buyer/consignee. They should make sure to periodically check the electrical safety aspects as per BIS Safety Standards or equivalent. In case they do not have required equipment for such testing should ensure that the equipments checked for electrical safety compliance through labs with facilities for such checking during every preventive maintenance call.
13. **Software:** All software updates should be provided free of cost during warranty period.

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

### 1. Generic

**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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

### 2. 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.

### 3. 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.

### 4. 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 specification

(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).

#### 5. **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.

#### 6. **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 %.

#### 7. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

##### **SYSTEM PARAMETERS:**

A. THE LATEST SYSTEM/MAKE/MODEL/VERSION/EDITION OF HEMODYNAMIC ANAESTHESIA/ ICU MONITOR WITH CHARTING SOLUTION, LAUNCHED IN INDIA NOT MORE THAN 4 YEARS BEFORE THE DATE OF DELIVERY TO THE USERS, SHOULD BE SUPPLIED.

B. THE BIDDER SHOULD PROVIDE DATA IN A TABULAR FORMAT STATING FOLLOWING DETAILS REGARDING THE BIDDING ITEMS: ANAESTHESIA/ ICU MONITOR: OEM; BRAND/SYSTEM/MAKE/MODEL/VERSION/EDITION;

C) BIDDER SHOULD NOT INCLUDE PRICE BID IN THE TECHNICAL BID. PLEASE REFER TO THE BUYER ADDED BID SPECIFIC ATC; DO NOT INCLUDE FORMATS A, B, C, D AND E IN THE TECHNICAL BID. IF THE PRICE BID IS INCLUDED IN THE TECHNICAL BID, THE BIDDER WILL BE DISQUALIFIED FROM THE BIDDING PROCESS. THE QUOTED PRICE SHOULD INCLUDE THE COST OF MONITOR AND CHARTING SOLUTION. L1 WILL BE CALCULATED BASED ON THE TOTAL COST ONLY.

D) THE BIDDER SHOULD PROVIDE TECHNICAL DETAILS OF THE BIDDING ITEM, PREFERABLY IN THE FORM OF PRODUCT BROCHURE.

E) THE BIDDER SHOULD DEMONSTRATE THE QUOTED ITEMS AT THE TIME OF TECHNICAL EVALUATION IF REQUESTED BY THE INSTITUTE

##### **HEMODYNAMIC ANAESTHESIA/ ICU MONITOR:**

THE MONITORING SYSTEM SHOULD BE A STATE-OF-ART LATEST MONITORING TECHNOLOGY.

##### **MAIN/ HOST MONITOR SCREEN:**

1. MONITORING SCREEN SHOULD BE EIGHTEEN POINT FIVE (18.5) INCHES OR LARGER IN SIZE.

2. MOUNTING: HEMODYNAMIC MONITOR SHOULD BE MOUNTABLE ON THE TOP OF AN ANAESTHESIA WORKSTATION OR ICU HEMODYNAMIC MONITORING STAND AND THE NECESSARY MOUNTS MUST BE SUPPLIED.

3. IT SHOULD HAVE TOUCH SCREEN COLOUR DISPLAY WITH LARGE FONTS AND PROVIDE ACCESS TO MINIMUM 100 OR MORE WAVEFORMS. THERE SHOULD BE PROVISION TO DISPLAY 8 WAVEFORMS OR MORE SIMULTANEOUSLY.

4. MONITORING SHOULD BE USER CONFIGURABLE.

5. IT SHOULD BE ABLE TO DISPLAY MINIMUM PARAMETERS SUCH AS ECG, NIBP, SPO2, AND TWO TEMPERATURES. IT IS NECESSARY TO DISPLAY AT LEAST 3 INVASIVE PRESSURE WAVEFORMS AND PRESSURE VALUES SIMULTANEOUSLY WITHOUT SPLITTER. OPTION FOR 4TH INVASIVE PRESSURE TO BE DISPLAYED WITH OR WITHOUT A WAVEFORM. THERE SHOULD BE PROVISION TO CHANGE THE POSITION OR ORDER OF THE DISPLAY OF WAVEFORMS

6. ECG: SHOULD HAVE 3 LEAD AND ALSO 5 LEAD ECG MONITORING CAPABILITY WITH DISPLAY OF AT LEAST THREE LEADS OF ECG WAVEFORMS SIMULTANEOUSLY WITH OTHER PARAMETERS. THERE SHOULD BE PROVISION TO DISPLAY 7 OR MORE ECG WAVEFORMS SIMULTANEOUSLY AT A RANGE OF 15 TO 300 BP. RESPIRATORY RATE SHOULD BE DERIVED FROM ECG.

7. SHOULD HAVE BASIC ARRHYTHMIA DETECTION FOR LIFE-THREATENING ALARMS THAT INCLUDE ASYSTOLE, VENTRICULAR FIBRILLATION, VENTRICULAR TACHYCARDIA, AND BRADYCARDIA AND MORE.

8. SHOULD HAVE GRAPHIC AND TABULAR TRENDING OF ALL MONITORED PARAMETERS AS STANDARD FOR MINIMUM 48 HRS.

9. SHOULD HAVE MANUAL AS WELL AS AUTOMATIC SETTING OF SCREEN FORMAT WITH SELECTABLE PARAMETER PRIORITY & COLOUR SELECTION FOR PARAMETERS ON SCREEN.

10. SHOULD HAVE DEFIBRILLATOR AND ESU PROTECTION AND ECG SYNC. THERE SHOULD BE ECG OUTPUT FROM THE HEMODYNAMIC MONITOR TO ULTRASOUND, ECHOCARDIOGRAPHY SYSTEM AND IABP INTERFACE WITH A DELAY OF LESS THAN 20 MILLISECONDS. JACKS, ADAPTORS AND CABLES NECESSARY FOR ECG OUTPUT FROM HEMODYNAMIC MONITOR TO DISPLAY ON ULTRASOUND, ECHOCARDIOGRAPHY SYSTEM AND IABP SHOULD BE PROVIDED.

11. IT SHOULD BE READY FOR WIRED NETWORKING

12. IT SHOULD HAVE 360-DEGREE ALARM BAR, ROTARY KNOB AND TOUCH SCREEN

13. THE MONITOR SHOULD HAVE FOLLOWING MINIMUM FEATURES:

I) ECG MONITORING: ST SEGMENT MONITORING FROM AT LEAST 3 LEADS; CHANGE OF SWEEP SPEED; DISPLAY PACING ON/OFF, SIMULTANEOUS DISPLAY OF 6 OR MORE NUMBER OF LEADS

II) INVASIVE PRESSURES: MANUAL CHANGE OF COLOUR OF WAVEFORMS; OVERLAP OF ONE OR MORE PRESSURE WAVEFORMS WITH ECG; ALARM FROM MEAN ARTERIAL PRESSURES; OPTION FOR DISPLAY OF MEAN PRESSURE ONLY OR DISPLAY SYSTOLIC, DIASTOLIC AND MEAN; PULSE PRESSURE VARIATION AND/OR STROKE VOLUME VARIATION

III) NIBP: AUTOMATIC INFLATION INTERVAL MINIMUM 2 MINUTES,

IV) BEEP: FROM ECG, SPO2, PULSE OR ARTERIAL BP OR AUTO; ALSO BEEP VOLUME ADJUSTABLE

V) ALARMS MUTE: ALL ALARMS MUTE SIMULTANEOUSLY USING A SINGLE-PRESS SOFTKEY AND SELECTING INDIVIDUAL PARAMETER ALARM TO BE KEPT ON; ALARM VOLUME ADJUSTABLE VI) CHANGE IN THE INTENSITY OR QUALITY OF SPO2 BEEP SOUND WITH A FALL IN OXYGEN SATURATION.

VI) DISPLAY OF 4 SELECTED PARAMETERS IN 4 QUADRANTS OF THE SCREEN WITH A LARGER SIZE OF PARAMETER DISPLAYED.

**HEMODYNAMIC EXTENSION/ HEMODYNAMIC MODULE/ MULTIPARAMETER MODULAR SYSTEM/ TECHNOLOGICALLY EQUIVALENT BLOCK WITH INTEGRATED TRANSPORT MONITOR/ CONNECTIVITY TO TRANSPORT MONITOR:**

A HEMODYNAMIC EXTENSION / HEMODYNAMIC MODULE/ MULTIPARAMETER MODULAR SYSTEM OR TECHNOLOGICALLY EQUIVALENT BLOCK COMPATIBLE WITH THE HEMODYNAMIC MONITOR AND TRANSPORT MONITOR SHOULD BE PROVIDED, WHICH WILL HAVE FOLLOWING PROPERTIES:

1. IT WILL DISPLAY AT LEAST 3 WAVEFORMS SIMULTANEOUSLY WITH PROVISION TO DISPLAY AT LEAST 1 ECG WAVEFORM, 1 INVASIVE ARTERIAL PRESSURE WAVEFORMS AND PRESSURE VALUES, 1 SPO2 VALUE WITH PLETHYSMOGRAPH AND 1 NIBP VALUE.
2. IT WILL FUNCTION AS A TRANSPORT MONITOR DURING PATIENT TRANSPORTATION HAVING AT LEAST 5.5 INCHES MONITORING SCREEN, WHICH WILL HAVE MINIMUM 2 HOURS BATTERY BACK-UP; OTHERWISE, THE HEMODYNAMIC MODULE SHOULD FUNCTION AS A TRANSFER MODULE HAVING CONNECTIVITY WITH BOTH THE HOST MONITOR AND TRANSPORT MONITOR.
3. ALL THE PARAMETERS, WHICH ARE DISPLAYED ON THIS TRANSPORT MONITOR OR HEMODYNAMIC EXTENSION/ HEMODYNAMIC MODULE/ MULTIPARAMETER BLOCK/ EQUIVALENT BLOCK WITH CONNECTIVITY TO THE TRANSPORT MONITOR WILL BE DISPLAYED ON MAIN/ HOST HEMODYNAMIC MONITOR IN OPERATION THEATRE, ONCE IT IS CONNECTED TO IT WITHOUT ANY NEED TO CHANGE THE TRANSDUCERS, CABLES, ECG LEADS OR SPO2 PROBES.
4. THE TRANSPORT MONITOR OR TRANSFER MODULE WILL BE ATTACHABLE TO THE HOST MONITOR AND DETACHABLE FROM IT BY A SIMPLE MECHANISM.

**MODULAR STAND/ HOLDER/ RACK/ MOUNT FOR CONNECTING MODULES FOR INDIVIDUAL PARAMETERS:**

IN ADDITION TO THE HEMODYNAMIC EXTENSION/ HEMODYNAMIC MODULE/ MULTIPARAMETER MODULAR SYSTEM/ TECHNOLOGICALLY EQUIVALENT BLOCK WITH TRANSPORT MONITOR/ **TRANSFER MODULE TO A TRANSPORT MONITOR**, THERE SHOULD BE PROVISION TO MONITOR VARIOUS PARAMETERS ON THE HOST MONITOR VIA CONNECTION THROUGH PARAMETER MODULES. A DEDICATED MONITORING MODULAR STAND/ HOLDER/ RACK/ MOUNT, OTHER THAN THE TRANSPORT MONITOR **OR TRANSFER MODULE**, SHOULD BE PROVIDED WHICH WILL ENABLE CONNECTING MONITORING MODULES TO THE HOST HEMODYNAMIC MONITOR. THE MODULE SHOULD CONNECT THE HOST MONITOR DIRECTLY WITHOUT ANY INTERVENING SPLITTING CABLE OR ADAPTORS.

1. IT WOULD BE A SEPARATE ASSEMBLY FROM THE MAIN/HOST HEMODYNAMIC MONITOR.
2. THE MONITORING MODULAR STAND/ HOLDER/ RACK/ MOUNT WOULD BE MOUNTABLE ON ANAESTHESIA WORKSTATION OR ICU MONITOR STAND WITH SIMPLE AND STURDY FITTINGS.
3. AT LEAST **1 INVASIVE PRESSURE** AND TEMPERATURE MODULE AND **AT LEAST 2 PORTS FOR OPTIONAL MODULES AS MENTIONED BELOW SHOULD BE PROVIDED IN THE MODULAR STAND/HOLDER/ RACK/ MOUNT BY A SIMPLE MECHANISM.**

**Individual parameter modules (Price should be quoted separately):**

FOLLOWING INDIVIDUAL MODULES SHOULD BE PROVIDED QUOTING SEPARATE PRICE FOR EACH MODULE ALONG WITH NECESSARY ACCESSORIES. ALL NECESSARY HARDWARES AND SOFTWARES SHOULD BE PROVIDED. THE PRICE OF RECURRENT DISPOSABLES REQUIRED FOR INDIVIDUAL MONITORING MODALITY SHOULD BE STATED CLEARLY.

- 1) THERMODILUTION CARDIAC OUTPUT USING SWAN GANZ CATHETERS WITH THERMAL SENSORS FOR RIGHT ATRIAL AND PULMONARY ARTERY AND NECESSARY CABLES AND CONNECTORS
- 2) NEUROMUSCULAR MONITORING MODULE WITH SENSORS AND CABLES
- 3 ) ANESTHESIA/ CONSCIOUSNESS DEPTH MONITORING/ BIS/ENTROPY WITH SENSORS AND NECESSARY CABLES AND ACCESSORIES
- 4) NEUROMUSCULAR MONITORING MODULE WITH SENSORS AND CABLES
- 5) NIRSWITH SENSORS AND NECESSARY CABLES AND ACCESSORIES
- 6) ANESTHESIA/ CONSCIOUSNESS DEPTH MONITORING/ BIS/ENTROPY WITH SENSORS AND NECESSARY CABLES AND ACCESSORIES

**PAPERLESS CHARTING SOLUTION (PRICE SHOULD BE MENTIONED SEPARATELY IN THE PRICE BID):**

1. PAPERLESS CHARTING SOLUTION SERVER, COMPATIBLE WITH THE HEMODYNAMIC MONITOR SHOULD BE PROVIDED. THE SERVER MAY BE DEDICATED TO A SINGLE OPERATION ROOM OR MAY HAVE A WIRELESS CONNECTIVITY TO MULTIPLE OPERATION ROOMS AND ICUS.
2. IT SHOULD HAVE CUSTOMIZED DIGITAL ENTRY OF PREOPERATIVE ANAESTHESIA RECORD.
3. IT SHOULD HAVE AUTOMATIC ELECTRONIC CHARTING AND DATA MANAGEMENT SOLUTION WITH VENDOR-NEUTRAL DATA ARCHIVAL FACILITY FROM ANESTHESIA WORKSTATION, PATIENT HEMODYNAMIC MONITOR, SYRINGE PUMPS AND NIRSWITH.
4. OTHER THAN THE DEFAULT DATA ENTRY SHEETS SUPPLIED BY THE VENDOR IN THE CHARTING SOLUTION, THERE SHOULD BE PROVISION TO ENTER THE DATA MANUALLY INTO THE CHARTING SOLUTION DEPENDING ON TYPE OF SURGICAL ANAESTHESIA AND INTENSIVE CARE SUCH AS FOR PEDIATRIC CARDIAC ANAESTHESIA, ADULT CARDIOTHORACIC VASCULAR ANAESTHESIA, AND NEURO ANAESTHESIA AND INTENSIVE CARE. THE VENDOR SHOULD DEVELOP DATA ENTRY SOFTWARE PROGRAMS FOR THESE TYPES OF ANAESTHESIA AS DEMANDED BY THE USERS WITHIN 1 YEAR AFTER INSTALLATION.
5. IT SHOULD DISPLAY AND TRANSFER THE CHARTED AND ANALYZED DATA TO PORTABLE EXTERNAL STORAGE DEVICES IN PDF FORMAT AND PRINT OUT. A LASER COLOR PRINTER SHOULD BE PROVIDED ALONG WITH THE CHARTING SOLUTION.
6. CHARTS SHOULD BE SEEN ON PATIENT MONITOR SCREEN ITSELF; OTHERWISE, BIDDER SHOULD PROVIDE A SEPARATE HIGHEST MEDICAL GRADE PC (INDIAN MAKE). ALL NECESSARY HARDWARE, SOFTWARE AND CONNECTING CABLES SHOULD BE PROVIDED ALONG WITH THE CHARTING SOLUTION.

**ACCESSORIES:**

FOLLOWING ACCESSORIES SHOULD BE PROVIDED WITH EACH MONITOR, WHICH ARE COMPATIBLE WITH THE HEMODYNAMIC MONITOR AND TRANSPORT MONITOR

- A. REUSABLE ECG CABLE HAVING CAPABILITY TO DISPLAY 5 LEAD AND 3 LEAD ECG - 2 IN QUANTITY
- B. FOLLOWING REUSABLE SPO2 SETS SHOULD BE PROVIDED WITH EXTENSION CABLES: SPO2 PROBE TO BE FITTED AS FINGER SENSORS SUITABLE FOR ADULTS (2 IN QUANTITY), PEDIATRIC PATIENTS (2 IN QUANTITY) AND NEONATES (2 IN QUANTITY); TO BE FITTED AS A WRIST BAND IN PEDIATRIC PATIENTS (1 IN QUANTITY); TO BE FITTED AS A CLAMP/CLIP AROUND NAILBEDS IN CHILDREN (1 IN QUANTITY)

N QUANTITY); TO BE FITTED ON EAR LOBULE IN PEDIATRIC PATIENTS (1 IN QUANTITY).

C. REUSABLE RECTAL/ ESOPHAGEAL TEMPERATURE PROBES 2 IN QUANTITY; ONE SUITABLE IN ADULT AND OTHER IN NEONATES

D. REUSABLE NASOPHARYNGEAL TEMPERATURE PROBES; 2 IN QUANTITY; ONE SUITABLE FOR ADULT AND OTHER FOR NEONATES

E. REUSABLE NIBP CUFFS: SUITABLE FOR ADULT (2 IN QUANTITY), PEDIATRIC PATIENT (2 IN QUANTITY) AND NEONATES (2 IN QUANTITY)

F. ETCO2 SAMPLE LINES AND D-FEND/ ETCO2 INTERFACE: 10 IN QUANTITY

G. REUSABLE IBP INTERFACE CABLES: 2 IN QUANTITY

H. DISPOSABLE IBP TRANSDUCERS COMPATIBLE WITH HEMODYNAMIC MONITOR: 10 IN QUANTITY

**SLAVE MONITOR:**

A. 19 INCH OR ABOVE COLOR TFT SLAVE MONITOR DISPLAYING THE PARAMETERS FROM HEMODYNAMIC MONITOR SUCH AS ECG, INVASIVE PRESSURES, NIBP, RESPIRATORY, ANESTHESIA GAS CONCENTRATIONS, TEMPERATURE, PULSE OXIMETER, ETCO2 AND OTHER PARAMETERS SHOULD BE PROVIDED AND SHOULD BE FITTED ON THE OPERATION THEATRE WALL THROUGH NECESSARY CABLES AND FITTINGS.

**WARRANTY AND CMC FOR THE EQUIPMENTS WILL BE ACCORDING TO INSTITUTE POLICY.**

A	Bidders are advised to quote prices as per technical specification. However detailed 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. <b>Bidders should not include price elements in the technical bid. The Price Formats A, B, C, D and E to be submitted along with financial bid only. If any of the price components is disclosed in the technical bid, the bid will summarily be rejected and the bidder will be DISQUALIFIED from further bidding process.</b>
B	The Bidders are advised to quote price of Spare parts, Consumables in the attached format "B" and "C" accordingly and uploaded the same in the prescribed place (Financial Document Required) on online GeM portal. The equipment should be supported with spares for a minimum period of 10 years after successful installation and commissioning." All the spares and consumables required for the equipment should be made available through GeM throughout the agreed supporting period".
C	The three years warranty sought for is OEM/bidder free warranty without any additional 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 also, 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 Equipment/accessories quoted in the bid is having OEM/bidder free warranty of three years 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 furnished 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.

<p>i.</p> <p>ii.</p> <p>iii.</p> <p>D</p> <p>iv.</p> <p>v.</p> <p>vi.</p>	<p>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 CAMC charges in the range of 3 to 10 % of the cost of equipment, depending on the nature of equipment to be maintained.</p> <p>The CAMC charges shall be quoted in percentage rate in GeM bid and escalation in CAMC charges shall be allowed at maximum 5% after every three years of CAMC.</p> <p>This CAMC charges at Net Present Value shall be taken into account for arriving the lowest responsive bidder. The actual 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 furnished in "Format -E" and uploaded the same in the prescribed place (Financial Document Required).</p> <p>The year wise rate percentage of CAMC quoted in the bid for L1 evaluation should be used for calculating the actual CAMC value.</p> <p>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 original equipment cost of the OEM), cost of transportation, including import customs duty, Agency commission, any specific excluded items from CAMC as per the tender condition and GST included in the product cost quoted.</p> <p>The cost of the equipment for CAMC calculation shall be mandatorily furnished in format D.</p>
<p>E</p>	<p>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 genuineness 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</p>
<p>F</p>	<p>The successful bidder shall enter into CAMC 3 (three) months prior to the completion of warranty period. The CAMC will commence after the date of expiry of warranty period from the date specified in the work order and as per the terms and conditions issued in this regard, which will be treated as the first year of CAMC. This tender will form part of the CAMC work order.</p>

**Penalty clause:**

**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 Purchase Order, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the contract, deduct from the contract price, as liquidated 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 delivery of goods and performance of services shall render the supplier liable to any 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 attended, failing which replacement or standby equipment should be provided for uninterrupted services.
- III. In case of non-adherence to clause (a) or (b) above, downtime penalty will be realised a sum equivalent either to the repairing charges met 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 Guarantee.
- IV. The time spent on the repair work will be added to the warranty period of the equipment.

**3. Performance (during CMC/AMC period):**

i. Uptime means 95 percent of total days in a year during which the equipment remains functional.

- II. Down time means any shortage in achieving the up-time
- 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 service 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 Annual Maintenance Contract. In case break down is not attended within 48 hours of intimation, down time penalty will be imposed @ 0.5 percent per day of contract value from the service provider.

H	<p><b><u>Qualification criteria</u></b></p> <p>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 should 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 document (Format "F").</p> <p>MII declaration should be furnished in the attached format along with bid document "Format G". The declaration shall be certified by the statutory auditor or cost auditor.</p>
I	Bidders may please be read as uptime warranty as 95 % instead of 98 % as per bid terms and conditions.
J	SCTIMST reserves the right to ask for a free demonstration of the quoted equipment/ items after giving reasonable time to the bidder at a pre-determined place acceptable to the purchaser or at a site (in case of non-portable and heavy equipment) for evaluating the technical compatibility as per the bidding document specifications, professionalism and quality of work of the bidder for technically qualifying for opening the Price Bid. SCTIMST reserves the right to accept/ reject the bid based on the product/ site evaluation as stated above.
K	<p>List of documents to be attached along with bid.</p> <p>Technical Bid - Format F, G and H</p> <p>Price bid - Format A, B, C, D and E</p>
L	On-site installation required.
M	For all disputes arising out of this contract the legal jurisdiction will be Thiruvananthapuram.
N	<p><b>Payment Term</b></p> <p>100% payment will be paid after satisfactory installation and commissioning of equipment along with submission of "Installation Report" to be issued by user department and DCE</p>
O	As per OM No. F.4/1/2023-PPD(pt.) dated 28.06.2024 from the Ministry of Finance, GOI, approval for the relaxation under Rule 161(iv) of GFR 2017 for issuance of GTE for procurement of Medical Devices. Hence, non local suppliers can also participate together with local suppliers in the tender.

#### 8. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

#### 9. Service & Support

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

#### 10. Service & Support

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

#### 11. Generic

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope

of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

## 12. **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

## 13. **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

DIRECTOR, SCTIMST

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.

## 14. **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

THIRUVANANTHAPURAM

. 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.

## 15. **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.

## **Disclaimer/अस्वीकरण**

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.

3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

## **Additional Clause For Comprehensive Maintenance Charges**

- 1.CMC shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, after satisfactory completion of Warranty. During the CMC period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months or as per user requirement. Cost of consumables shall not be included in CMC.Further there will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
- 2.CMC charges to be indicated as percentage of cost of equipment quoted for each year after the warranty period.
- 3.GST shall be included in the CMC Charges quoted.
- 4.Cost of CMC will be added for Ranking/Evaluation purpose with depreciation formula.A 10% discounting rate per year shall be applied on CMC Charges for price evaluation on Net Present Value.
- 5.The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user.
- 6.While creating a bid or RA, buyers shall indicate whether CMC is required against Yes/No" options. If CMC Charges are included, an option for number of years for CMC required after the warranty period shall be available.Under this option up to 10 years can be chosen for CMC charges beyond warranty period.
- 7.In case the bid has a provision for CMC, the warranty of the product will also be deemed to have been converted into Comprehensive warranty including preventive maintenance and calibration as per technical/ service /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 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.

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

[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---**