

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	08-05-2025 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	08-05-2025 18:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Gujarat
Department Name/विभाग का नाम	Health & Family Welfare Department Gujarat
Organisation Name/संगठन का नाम	Gujarat Medical Services Corporation Limited (gmscl)
Office Name/कार्यालय का नाम	Gmscl
क्रेता ईमेल/Buyer Email	buyer6.gmsclg.gj@gembuyer.in
Total Quantity/कुल मात्रा	437
Item Category/मद केटेगरी	Multipara Monitor - Low End (Q2)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	70 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	70 Lakh (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover *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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Past Performance/विगत प्रदर्शन	10 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes

Bid Details/बिड विवरण	
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
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	13984000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	419520

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).	98

(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 कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी 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 :

Managing Director
Gujarat Medical Services Corporation Ltd, Block No. 14/1, Dr. Jivraj Mehta Bhavan, Sector-10, Gandhinagar-382010

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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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 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.
2. 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.
3. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Purchase preference to Micro and Small Enterprises (MSEs) from the State of Bid Inviting Authority : Purchase preference will be given to MSEs as Micro and Small Enterprises from the State of Bid inviting Authority. 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+ 10% 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 percentage of 100 % of total quantity as defined/ decided in relevant policy.
5. 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.
6. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 10% 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. 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.
7. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would

be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

Multipara Monitor - Low End (437 pieces)

Technical Specifications/तकनीकी विशिष्टियाँ

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Performance Parameters	Type of Monitor	Preconfigured / Non Modular
ECG parameters	Number of leads of ECG	5
	12-lead interpretation for ECG	Yes
	Number of leads analyzed for ECG in single time	5
Pulse Oximetry Parameters	Measurement technique	Nellcor, Masimo
	Probe type supplied	Adult, Pediatric, Neonatal
	Type of adult probe	Reusable
	Type of pediatric probe	Reusable
	Type of neonatal probe	Disposable, Reusable, NA
NIBP Parameters	Cuff supplied	Adult, Pediatric, Neonatal
	Cuff size for Adult	Small, Medium, Large, Extra Large, Not supplied
	Cuff size for pediatric	Standard
	Cuff size for neonate	Standard, Not supplied
Temperature Parameters	Number of channels for temperature	1, 2
	Probe type	skin, rectal, esophageal, All (esophageal, rectal , skin)
Alarms	Duration of alarm silence in sec	120
Networking Parameters	Wireless	Yes, No
	USB port	Yes, No
	Connectivity provision with Central Nursing Station	Yes, No
Display Parameters	Type of display	LED
	Display Size,inch with $\pm 5\%$ tolerance	12
	User Interface of display	Both (Rotary knob and Touchscreen)

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Inbuilt thermal Recorder (Printer)	Yes, No
Standard Accessories	Resusable SpO2 probe	Adult, Pediatric, Neonatal
	Number of adult probe	1, 2, 5, NA
	Number of pediatric probe	1
	Number of neonatal probe	1, 2, 5, NA
	ECG cable	5 lead
	Number of ECG cable	1
Additional Parameters	Accessories to wall mount the monitor	Yes
Power Requirements	Type of battery backup	Lithium-ion ,rechargeable
	Backup time in minutes	120
	Recharging time of battery in hr	?6
Warranty, Servicing and Installation	Availability of toll free facility for technical support maintained by OEM or authorized agencies	Yes, No
	Warranty (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)	3

Comprehensive Maintenance	
Warranty of required product	3 Year
Comprehensive Maintenance Duration (Post Warranty)	5 Year

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

Additional Specification Parameters - Multipara Monitor - Low End (437 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
1) 5-Lead interpretation for ecg. 2) Measurement technique 3) User interface of display 4) Certification 5) Required	1) Yes 2) Nellcor or masimo 3) Touch screen or rotary knob 4) USFDA and EU-CE notified body approved 5) Shold provided OEM authorization letter for SPo2 measurement technique.
R6)Probe type supplied 7) Type of neonatal probe 8) CUFF size for neonatal	6) Adult,pediatric 7) NA 8) not supplied
9) Inbuilt thermal recorder(printer) 10) Number of adult probe 11)Number of neonatal probe 12) Cuff Supplied 13)Resusable SpO2 probe 14) Recharging time of battery in hr	9) False 10) 1 11) NA 12) Adult, Pediatric 13)Adult, Pediatric 14) Less than or equal to 6

* 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	Superintendent	396001,GMERS Medical College & Hospital, Valsad	6	42
2	Superintendent	396445,GMERS Medical College & Hospital, Navsari	6	42
3	Superintendent	363641,GMERS General Hospital,Morbi	6	42
4	Superintendent	389001,GMERS Medical College & Hospital, Godhra, Panchmahal	6	42
5	Superintendent	393145,GMERS General Hospital, Rajpipla	5	42
6	Superintendent	360575,GMERS Medical College & Hospital, Porbandar	6	42
7	Superintendent	364240,Community Health Centre,sihor	1	42
8	Superintendent	391155,Community Health Centre,jambugam	1	42
9	Superintendent	389154,Community Health Centre, katwara	5	42
10	Superintendent	389155,Community Health Centre, Garbda	5	42
11	Superintendent	362150,Community Health Centre, Talala	5	42

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
12	Superintendent	385555,Community Health Centre, Thara	5	42
13	Superintendent	370510,Community Health Centre, Khavada	5	42
14	Superintendent	391170,Community Health Centre, Kawant	5	42
15	Superintendent	389365,Community Health Centre, Ghoghamba	5	42
16	Superintendent	389152,Community Health Centre, Jesawada	5	42
17	Superintendent	393050,Community Health Centre, Sagbara	5	42
18	Superintendent	363520,Community Health Centre, Chotila	5	42
19	Superintendent	360110,Community Health Centre, padadhari	5	42
20	Superintendent	391155,Community Health Centre, Jambugam	4	42
21	Superintendent	383355,Community Health Centre, Shamalaji	5	42
22	Superintendent	385550,Community Health Centre, Shihori	5	42
23	Superintendent	389140,Community Health Centre, Limkheda	5	42
24	Superintendent	365421,Community Health Centre, Babra	5	42
25	Superintendent	389154,Community Health Centre, Timarda	5	42
26	Superintendent	370140,Community Health Centre, Bhachau	5	42
27	Superintendent	361160,Community Health Centre, Kalavad	5	42
28	Superintendent	389210,Community Health Centre, Shahera	5	42
29	Superintendent	370165,Community Health Centre, Rapar	5	42
30	Superintendent	383422,Community Health Centre, Poshina	5	42
31	Superintendent	391168,Community Health Centre, Panvad	5	42
32	Superintendent	370655,Community Health Centre, Naliya	5	42

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
33	Superintendent	389382,Community Health Centre, Dhanpur	5	42
34	Superintendent	364140,Community Health Centre, Talaja	5	42
35	Superintendent	396065,Community Health Centre, Kaprada	5	42
36	Superintendent	382210,Community Health Centre, Sarkhej	5	42
37	Superintendent	370615,Community Health Centre, Nakhatrana	5	42
38	Superintendent	389380,Community Health Centre, Dudhiya	5	42
39	Superintendent	391150,Community Health Centre, Naswadi	5	42
40	Superintendent	389130,Community Health Centre, Piplod	5	42
41	Superintendent	382610,Community Health Centre, Pethapur	5	42
42	Superintendent	389151,Community Health Centre, Bordi Inami	5	42
43	Superintendent	394716,Community Health Centre, Subir	5	42
44	Superintendent	370630,Community Health Centre, Dayapar	5	42
45	Superintendent	389160,Community Health Centre, Mirakhedi	5	42
46	Superintendent	363510,Community Health Centre, Muli	5	42
47	Superintendent	396105,Community Health Centre, Bhilad	5	42
48	Superintendent	393130,Community Health Centre, Netrang	5	42
49	Superintendent	396126,Community Health Centre, Nanapondha	5	42
50	Superintendent	383270,Community Health Centre, Matoda	5	42

...To view more consignees please login.

Special terms and conditions-Version:3 effective from 21-10-2022 for category Multipara Monitor - Low End

1.
 1. 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 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.
 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. Service & Support

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

2. Turnover

Bidder Turn Over Criteria: 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 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.

3. Forms of EMD and PBG

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

Managing Director, Gujarat Medical Services Corporation Limited
payable at
Gandhinagar

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.

4. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

Managing Director, Gujarat Medical Services Corporation Limited
Account No.
32638352973
IFSC Code
SBIN0008434
Bank Name
State Bank of India
Branch address
NSC Branch, Gandhinagar

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

5. 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.

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 10 % of contract price per annum. Buyer reserves the right to enter into a CMC agreement with the Successful Bidder / OEM after expiry of the Warranty period at above mentioned rate and the payment for the CMC charges would be made Annually after rendering of the CMC Services of the relevant CMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the CMC contract when called upon by the buyer. CMC would include cost of

Include four free services yearly to attend breakdown call within 48 hours, and free replacement of parts. (Upload the undertaking). The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 5% 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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. Exemption from submitting Earnest Money Deposit (EMD) will be granted to bidders having following certificates:

- a) MSE (Micro & Small Enterprise) with valid NSIC/DIC-Acknowledgment part-II/CSPO Certificate.
- b) MSE Startup units with valid NSIC/CSPO Certificate.

Bidders seeking EMD Exemption shall have to submit documents/Certificates as per (a) and (b) above.

2 As per Gujarat Government Industries and Mines Department circular (KH.R. D-102018-UOR-1-CH) dated 30/04/2018:-

- i. Exemption from the turnover for startups shall be applicable only for micro and small startups of the Gujarat State.
- ii. Exemption from the past performance criteria for startups shall be applicable only for micro and small startups of the Gujarat state .

3 The bidder must be an Indian manufacturer, an authorized distributor for imported items, or a subsidiary of the original foreign manufacturer.

Note: - Distributors of Indian OEMs are not allowed to participate. Also OEM and distributor/subsidiary cannot participate simultaneously in the bid.

- ### **4**
- 1) The bidder has to submit document issued by Government authorities as proof of being a manufacturer if they are bidding as Indian Original Equipment Manufacturer of the quoted item.
 - 2) The bidder has to submit OEM authorization certificate issued by principal manufacturer, if they are bidding as authorized distributor for an imported quoted item.

5 If EMD is submitted in form of BG then its validity should be minimum 180 days.

- 6** EMD will be refunded under following conditions:
- If the bid is closed at any stage of procurement
 - In case of rejection of bid at primary or technical scrutiny level
 - After issuance of contract
- 7** E.M.D. / Security Deposit is liable to be forfeited in the following circumstances:-
- If the bidder is rejected due to failure to supply the requisite documents in proper format or due to submitting/making any misleading statement or for submitting false affidavit or fabricated documents. (This would be in addition to penal action as per ATC 17.)
 - If the bidder fails to sign the agreement for entering into contract after acceptance of bid accepted due to any reason whatsoever.
 - If the bidder fails to supply the goods / items as per the orders placed by either this organization or by direct demanding officers within the stipulated delivery period.
 - If the bidder fails to replace the goods declared to be not of standard quality or not conforming to the acceptable standards or found to be decayed / spoilt before the date of expiry or if the bidder fails to refund the cost of such goods.
 - If the bidder fails to submit security deposit and CMC Agreement within bid validity
- 8** Back out from tender at an interim level during bid processing/bid Validity: -
- It will be the responsibility of the bidder to not back out halfway directly or indirectly by the means of raising any problems.
 - Bidder is responsible to supply the quoted item/model with mentioned specification during bid validity.
 - Failing which shall invite appropriate actions as per ATC 17.
- 9** Bidder shall have to submit CMC Agreement and security deposit valid for the combined period of warranty and CMC period within 15 Days of the receipt of acceptance of letter issued by GMSCL.
CMC Agreement of GMSCL will supersede the CMC Agreement of GeM Bid. (CMC Agreement is available on the GMSCL website: <https://gmscl.gujarat.gov.in/images/pdf/cmc-19-07-2023.pdf>)
- 10** Bidder shall be called for physical demonstration of machine for technical scrutiny.
- 11** The seller is required to print logo of GMSCL on equipment. (Available on GMSCL website: <https://gmscl.gujarat.gov.in/chek-for-me-equipment.htm>)
- 12** According to the guidelines of the government, all purchases should be made through GeM Portal, Therefore, any bid related representations shall have to be received only on GeM. Representations made through letters and e-mail will not be considered.

- 13** Bidders shall have to submit all required documents in specified format mentioning bid number and date in all documents on letter head with sign and stamp of competent authority.
- 14** Successful bidders shall have to pay security deposit as bank guarantee issued by Nationalized Banks including Public Sector Bank / Private Sector Banks authorized by RBI to undertake State Government Business / Commercial Banks / Regional Rural Banks of Gujarat / Co-operative Bank of Gujarat as mentioned in G.R.No. FD/MSM/e-file/4/2023/4020/D.M.O., Dt. 11/03/2024 by finance Department, Government of Gujarat as amended from time to time will be followed.
- Bank Guarantee valid for a period not less than the combined warranty and CMC period is required at the time of entering into agreement for the due performance of the contract and the same is to be extended by contractor as and when desired by GMSCL.
- Bank Guarantee will be released in following manner:
- (i) 70 % bank guarantee will be released after completion of Warranty.
 - (ii) 30 % bank guarantee will be released after completion of CMC.
- 15** Bidder/OEM has to submit self-declaration certificate for compliance of Restrictions under rule 144(xi) of GFR 2017: Restriction on procurement from a bidder of country which share a land border with India as per GeM GTC 26 and GR NO: SPO-102020-UOR-10-CH, Industries and mines department, GOG. Bidder shall have to submit Self-declaration Certificate as per the format available on GMSCL Website.
- 16** Bidder who has been blacklisted/ debarred by tender inviting authority or by any other State Government or Central Government department/ Organization shall not be allowed to participate in the tender process during the period of blacklisting / debarment. Bidders shall have to submit a self-declaration to that effect.
- 17** All terms and conditions pertaining to debarment/blacklisting mentioned in tender document provided on the web site: - <https://gmscl.gujarat.gov.in/default.aspx?id=192&lq=eng> being Tender for "Medical Equipment, Surgical Items, Hospital Furniture and other Miscellaneous Items" shall be applicable. The debarment policy of this office published in the website <https://gmscl.gujarat.gov.in>, shall also be applicable.
- 18** Over and above the normal warranty terms as per GeM GTC, successful bidder / OEM will have to provide comprehensive warranty during the entire standard warranty period as per contract. : The comprehensive warranty will cover the following scope: - 4 free services yearly, to attend breakdown calls within 48 hours and free replacement of parts.
- 19** Bidder has to submit rates of reagent and consumable as per annexure (if required): bidders has to submit the Annexure in the same format mentioning bid number and date (Please mention "Not applicable" if said item is not required)

- 20** In the bid if there is no provision to quote 5 year CMC (Comprehensive Maintenance Contract) rate after completion of warranty in financial evaluation then bidder has to submit 5 years CMC rate (Per item) during bid submission in below format.

Ex:- 3 years warranty

Year of the CMC	% of CMC Rate (inc. GST) (not more than 10%)
4th year	% of CMC Rate
5th Year	% of CMC Rate.....

- 20.1** The Bidder/A.T/ R.C holder Shall be subjected to the following warranty clauses “that the goods / stores / articles sold to the buyer under this contract Shall be of the best quality (and workmanship) and shall be strictly in Accordance with the specifications and particulars contained / Mentioned in the acceptance of tender and the contractor / seller hereby guarantees that the said goods / stores / articles would continue to confirm to the description and quality aforesaid for period of Warranty from the date of installation of the said goods / stores / articles to the purchaser and that, if during the aforesaid period of Warranty the said Goods / stores /articles be discovered not to confirm to the description and quality aforesaid or by reiterated and decision of the purchaser in that regard will be final and conclusive and the purchaser will be entitled to reject goods / stores / articles or such portion thereof as may be discovered not to confirm the said description and quality. On such rejection goods / stores / articles will be at the sellers’ risk and all the provisions herein contained relating to condition of goods etc., shall Apply. The contractor/ seller shall, if so called upon to replace within a period of month of such further period as may be extended from time to time by the purchaser in its discretion on an application made thereof by the contractor / seller, the goods / stores / articles or such portion Thereof as is rejected by the purchaser and in such an event above mentioned warranty period shall apply to the Goods / stores / articles replaced from the date of the replacement therefor otherwise the contractor / seller shall pay to the purchaser such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the purchaser in that behalf under this contract or otherwise.

20.2 Bidders will have to provide a list of consumables which would not be included under warranty and / or CMC and also provide a rate list for the same which will remain in force for the entire period of contract till the end of CMC. It will not be considered for price evaluation but would be negotiable. At the time of award of contract, the purchase committee will reserve the right to reject a bid solely on the ground of high price of parts/ consumables and / or if some parts which ought to be included in CMC / Warranty have been mentioned as chargeable and the bidder does not agree to provide them for free. Format for List and rates consumables is attached at Annexure as Per ATC 19.

The above conditions of warranty / CMC are to be included in following cases:

- i. All equipments whose unit cost is more than Rs. 25,000/- and are to be supplied to Medical College Hospitals / GMERS Hospitals /District Hospitals / SDH
- ii. Equipments with unit cost equal to or greater than Rs. 50,000/-and are to be installed at CHC / PHCs.
- iii. All diagnostic equipments (Pathology, Biochemistry, Microbiology) having unit cost more than Rs. 10,000/-
- iv. Lifesaving equipment like Pulse Oximeter, Cardioscope, Syringe Pump, Infusion Pump .
- v. Any other equipment which does not fall in above 4 categories, but, at the time of award of contract, MD, GMSCL wishes CMC conditions to be imposed on its procurement

21 If any bidder wishes to lodge a complaint against the other bidder regarding submission of false documents, information etc., the bidder has to submit the complaint before price bid opening along with a deposit of Rs. 1,00,000 (Rupees One Lac only). The amount so deposited shall be refunded, if after scrutiny the complaint is found to be true by the Managing Director. However, if the complaint is found to be false or malafide, the deposit will be forfeited. No interest shall be paid back against this deposit. Any complaint received after price bid opening will not be entertained. The facts relating to all such complaints as well as action taken thereof have to be produced before the respective purchase committee for its consideration.

22 Acceptance of Letter (AL) will be issued to successful bidder and bidder shall have to submit security deposit against AL, failing which will be considered as a back out from the bid and will invite appropriate action as per ATC no. 8.

- 23** Installation of equipment is to be completed within 30 days from the date of receipt of certificate of site readiness for installation of equipment from the concerned consignee. If the tenderer fails to supply the goods specified in the contract and/ or complete the installation within the stipulated period, an amount equivalent to 0.5% of the value of the stores not supplied/installed within the stipulated period per week shall be recovered as liquidated damages unless the penalty is waived by the Managing Director. Such recovery of the liquidated damages will not stop the Managing Director from carrying out risk purchase described elsewhere and the amount recovered will be in addition to the difference of the risk purchase.
- 24 Sample Testing:-**
- Sample of the material shall be collected by an officer empowered by the Managing Director in the manner approved by the Managing Director, and will be sent for testing to an approved laboratory / institution. In case where the order is placed by Managing Director or Demanding Officer, the samples will be collected by an officer empowered by Managing Director and will be sent for testing. Testing fee will be recovered from the contract holder. The decision of the testing authority will be final and binding to the contract holder. **Wherever applicable, 1 % of the supply value shall be deducted towards handling and testing charges from the invoice. (If Applicable)**
- 25** The contract can also be terminated by the Managing Director in the following circumstances:
- i. If the firm is debarred, blacklisted, disqualified or cases to exist or is found to be convicted of any offence.
 - ii. If the quality of the item to be supplied is found not up to the standard and multiple samples are found to be not of standard quality.
 - iii. If the supply by the firm is not satisfactory.
- 26** Whenever under this contract any sum of money is recoverable from the contractor & payable by the contractor to the Managing Director of Gujarat Medical Services Corporation Limited, Gandhinagar, an officer empowered by Managing Director shall be entitled to recover such sum by appropriating in part of whole the Security Deposit paid by the Contractor. In case the security being insufficient or in cases where no security has been taken from contractor, then the balance of the total sum recoverable as the case may be will be deducted from the sum from the pending payment of the contractor under this or any other contract (with the Managing Director of Gujarat Medical Services Corporation Limited, Gandhinagar) and remaining balance due will be recovered as arrears of "LAND REVENUE DUES".
- 27** The special terms & conditions (if mentioned in bid) shall supersede over the general terms and conditions. (If Applicable)
- 28 Letter of Credit:**
- In Case, GMSCL opens the Inland (INR) Letter of Credit for Imported Equipment, following Terms & Conditions are to be fulfilled by the Contract Holder.

1. Payment to the suppliers are ordinarily made by Inland (INR) Letter of Credit opened by the State Bank of India or any other scheduled/authorized Bank of Gujarat as decided by Managing Director, GMSCL, Gandhinagar. While opening the Inland (INR) Letter of Credit, the GMSCL will follow the provision of Uniform Customs and Practices for Documentary Credit (UCPDC).
2. Generally, irrevocable Inland (INR) Letter of Credit is opened so that the supplier is fully assured of its payment on fulfilling its obligations in terms of the contract. The Inland (INR) Letter of Credit will preferably be opened with a validity of 90 days from the date of its opening, on extendable basis by mutual consent of both the parties. Letter of Credit opening charges in India will be borne by Managing Director, GMSCL. However, in case where the delivery date of the contract is extended to take care of delay in supply, for which the supplier is responsible, the tenure of the Inland (INR) Letter of Credit is also to be extended. But the expense incurred for such extension (Inland (INR) Letter of Credit) shall be borne by the supplier and late supply penalty plus GST as applicable will also be deducted as per terms and conditions.
3. For contract costing up to US \$ 100,000 (or equivalent), preferable mode of payment will be by Direct Bank Transfer (DBT). DBT payment will be made within 30 days of receipt of lorry receipt of transporter approved by Indian Banker Association / Proof of shipment and such other documents as are provided for in the contract, but such payments will be subject to the deductions of such amounts as the seller may be liable to pay under the agreed terms of the contract.
4. In case of payment through Inland (INR) Letter of Credit paid shipping documents are to be provided to the Bank by the seller as a proof of dispatch of goods as per contractual terms /LC conditions so that the Seller gets payment from Inland (INR) Letter of Credit. The Bank will forward these documents to the Managing Director, GMSCL for getting the goods/stores released from the supplier. However, where the mode of payment is DBT, the paid shipping documents are to be provided to the paying authority by Managing Director, GMSCL. Documents will include, as applicable: -
 - a. Signed Commercial Invoice – 3 Copies (original)
 - b. Lorry receipt of Transporter approved by Indian Banker Association – 1 set
 - c. Packing List – 2 Copy
 - d. Certificate of Origin from Seller's Chamber of Commerce, if any.
 - e. Certificate of Quality and year of manufacture from OEM.
 - f. Certificate regarding Country of Origin – 3 Copies
 - g. Dangerous Cargo Certificate, if applicable.
 - h. Insurance Policy/ Certificates in triplicate covering Transit Insurance as per cover for C.I.F. value plus 10%.
 - i. Certificate of Conformity and Acceptance Test at PDI, if any. (As and when required by the tender inviting authority)

- j. Any other documents as provided for in the contract/ asked by the Bank
- 5. Type of Shipment: Both Partial and Transshipment is acceptable
- 6. Offer must confirm terms & conditions and specification otherwise the offer will be ignored. Non specified terms for any charges or rates (i.e. ambiguous charges not specifying the quantum) will not be accepted.
- 7. 75 % amount shall be released by the bank on confirmation of dispatch of goods by the supplier after submitting shipping documents and rest of the amount shall be released by bank on receipt of such advice from GMSCL.
- 8. Provided that where the installation and commissioning of the machine is delayed and the installation cannot be carried out due to the reasons not associated with the bidder or put off beyond 60 days of the receipt of goods at the ultimate destination due to express written instructions of the consignee, the balance 25 % payment shall be released to the supplier on his furnishing the bank guarantee as mentioned.
- 9. The maximum delivery period will be nine weeks from the date of receipt of final Letter of Credit by you or your principal (Only In Case GMSCL opens the Letter of Credit of the imported item).

Managing director, GMSCL reserves right to cancel Acceptance of Bid/rate contract in case where there is delay in opening of Letter of Credit due to default on part of company, for whatever reason.

29

Checklist of documents for reference are as per ATC 23.

30

Submit following Annexure required as per ATC. (Available on GMSCL Website-<https://gmscl.gujarat.gov.in/chek-for-me-equipment.htm>)

- 1. Annexure A - Bidder Financial Standing as per ATC No. 5
- 2. Annexure B - Black listed/ Debarment Certificate as per ATC No. 8.16
- 3. Annexure C - CMC Undertaking as per ATC No. 6
- 4. Annexure D - List and rates of Reagents and consumables items as per ATC No. 8.19
- 5. Annexure E - Self declaration certificate as per ATC No. 8.15
- 6. Annexure F - Escalation Matrix as per ATC No. 11

31

Warranty period will be applicable as per ATC No.9

9. Warranty

Warranty period of the supplied products shall be 3 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training,

Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

10. **Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

11. **Service & Support**

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

12. **OEM**

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

13. **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.

14. **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.

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. **Purchase Preference (State)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs from the State of Bid Inviting Authority 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 / State of Bid inviting authority. 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+ 10 % 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 100 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.

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

Managing Director, Gujarat Medical Services Corporation Limited
payable at
Gandhinagar

. 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. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Managing Director, Gujarat Medical Services Corporation Limited
Account No.
32638352973
IFSC Code
SBIN0008434
Bank Name
State Bank of India
Branch address
NSC Branch, Gandhinagar

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

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 3 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

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**

The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price:

Included in cost of Equipment or Item.

23. **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.

24. **Generic**

WORLD BANK TERMS AND CONDITIONS: Special Terms and Conditions as defined by world bank at [click here](#) will also be applicable. APPLICABLE ONLY IN CASE OF WORLD BANK FUNDED PROJECTS.

25. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [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. 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.

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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---