

### Bid Document

<b>Bid Details</b>	
<b>Bid End Date/Time</b>	12-07-2021 16:00:00
<b>Bid Opening Date/Time</b>	12-07-2021 16:30:00
<b>Bid Life Cycle (From Publish Date)</b>	90 (Days)
<b>Bid Offer Validity (From End Date)</b>	55 (Days)
<b>Ministry/State Name</b>	Uttar Pradesh
<b>Department Name</b>	Medical Education Department Uttar Pradesh
<b>Organisation Name</b>	N/a
<b>Office Name</b>	Lucknow
<b>Total Quantity</b>	4
<b>Item Category</b>	EEG Cap
<b>Minimum Average Annual Turnover of the Bidder</b>	1 Lakh (s)
<b>OEM Average Turnover (Last 3 Years)</b>	2 Lakh (s)
<b>Years of Past Experience required</b>	3 Year (s)
<b>MSE Exemption for Years Of Experience and Turnover</b>	Yes
<b>Startup Exemption for Years Of Experience and Turnover</b>	Yes
<b>Document required from seller</b>	Experience Criteria,Past Performance,Bidder Tur ATC),OEM Authorization Certificate,OEM Annual (Requested in ATC),Additional Doc 2 (Requested (Requested in ATC),Additional Doc 4 (Requested specification and supporting document *In case any bidder is seeking exemption from E the supporting documents to prove his eligibility uploaded for evaluation by the buyer
<b>Past Performance</b>	20 %
<b>Bid to RA enabled</b>	No
<b>Comprehensive Maintenance Charges Required</b>	Yes
<b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
<b>Evaluation Method</b>	Total value wise evaluation

#### EMD Detail

Required	No
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#### ePBG Detail

Required	No
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**Splitting**

Bid splitting not applied.

**MSE Purchase Preference**

MSE Purchase Preference	No
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**MII Purchase Preference**

MII Purchase Preference	No
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from "Bidder Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheet / Profit and Loss Statement 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 years after the date of constitution shall be taken into account for this criteria.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through re-seller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / Public Company for the number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be uploaded with the bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category related to primary product with highest value should meet this criterion.
5. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheet / Profit and Loss Statement of the OEM for the relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details 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 years after the date of constitution shall be taken into account for this criteria.
6. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products to any Central / State Govt Organization / Public Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be uploaded with the bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product with highest value should meet this criterion.

**EEG Cap ( 4 pieces )**

Brand Type	Unbranded
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**Technical Specifications**

Buyer Specification Document	<a href="#">Download</a>
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**Comprehensive Maintenance**

<b>Comprehensive Maintenance</b>	
Warranty of required product	5 Year
Comprehensive Maintenance Duration (Post Warranty)	5 Year

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

#### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	
1	Akshay Anand	226003,King George Medical University, Shahmina Road, Chowk, Lucknow	4	60

### Buyer Added Bid Specific Additional Terms and Conditions

1. Buyer Added text based ATC clauses

[https://it.kgmu.org/download/GeM\\_KGMU\\_Terms\\_Equipments.pdf](https://it.kgmu.org/download/GeM_KGMU_Terms_Equipments.pdf)

### Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequer eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifi conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporatir policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the de of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not Further any reference of conditions published on any external site or reference to external documents / clauses shal seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can against the same by using the Representation window provided in the bid details field in Seller dashboard after logg bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open b representations.

### Additional Clause For Comprehensive Maintenance Charges

1.CMC shall include preventive maintenance including calibration as per technical/ service /operational manual of th and spares, after satisfactory completion of Warranty. During the CMC period commencing from date of the successf period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /c in six months. CMC shall not be including the consumables. Further there will be 98% uptime warranty during CMC p 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. Charges for price evaluation on present value.

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

6. While creating a bid or RA buyers shall indicate whether CMC is required against Yes/No options. If CMC Charges are required after the warranty period shall be available. Under this options up to 5 years can be chosen warranty period.

7. The CMC functionality shall be available in bid only and no direct RA shall be applicable. In case of bid to RA decrease total price inclusive of CMC charges. Bunching of products shall not be available while creating bids with CMC charges.

7.1. Buyer shall indicate number of years of warranty by selecting option of 2 or 5 available in the field depending on category parameters for the equipment. The Seller while participating in Bid/RA will get fields to indicate CMC charges on number of years of CMC selected by Buyer. The following shall be applicable if 5 year CMC selected

- CMC charges for first year after warranty period – Percentage to be indicated- A1
- CMC charges for second year after warranty period – Percentage to be indicated A2
- CMC charges for third year after warranty period – Percentage to be indicated A3
- CMC charges for fourth year after warranty period – Fixed amount to be indicated A4
- CMC charges for 5th year after warranty period – Percentage to be indicated A5

7.2. The calculation of CMC Charges shall take into account of number of years of warranty and duration of CMC as follows:

7.3. In the price evaluation, the system shall provide function to calculate the cost of each equipment by formula 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 warranty. The formula for calculating total cost including CMC charges shall be :

Total cost for evaluation =  $C + C \cdot (A1/100) / (1.10^n) + A2/100 / (1.10^{n+1}) + A3/100 / (1.10^{n+2}) + A4/100 / (1.10^{n+3}) + A5/100 / (1.10^{n+4})$   
C – Cost for equipment quoted and n shall be number of years of warranty specified  
If 2 year warranty specified n shall be 2 and if 5 year specified n shall be 5.

A1, A2, A3, A4, A5 shall depend on how many years CMC selected. If 3 year means only A1, A2 and A3 factor to be not to A5 will not be applicable

7.4. CMC charges to be indicated for each subsequent year should be same or higher than preceding year.

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

8. Since CMC charges are to be paid only later for each year during CMC period, applicable performance guarantee contract shall be based on the cost of equipment and not on basis of cost of equipment along with CMC Charges.

9. Performance bank guarantee applicable for CMC is to be submitted at start of the CMC and shall be applicable % of contract value including CMC Charges. The PBG submitted after award of contract shall be released only after new PBG submitted and accepted by buyer/consignee after due verification. Bank guarantee for CMC is to remain valid till contract year. The bank guarantee for CMC shall be submitted to buyer directly.

10. In case of splitting of quantity equipment cost and CMC charges offered by L-1 in the evaluated cost shall be matched bidders on one to one basis. The equipment cost shall be matched and CMC charges shall be matched year to year.

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

12. The above terms and conditions shall be part of the bid as well as part of the contract.

[This Bid is also governed by the General Terms and Conditions](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares 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 at immediate termination of the contract and further legal action in accordance with the laws.

**---Thank You---**

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