<table>
<thead>
<tr>
<th><strong>Bid Details/विड विवरण</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Bid End Date/Time/विड बंद होने की तारीख/समय</strong></td>
<td>05-07-2024 15:00:00</td>
</tr>
<tr>
<td><strong>Bid Opening Date/Time/विड खुलने की तारीख/समय</strong></td>
<td>05-07-2024 15:30:00</td>
</tr>
<tr>
<td><strong>Bid Offer Validity (From End Date)/विड पेशकश वैधता (बंद होने की तारीख से)</strong></td>
<td>55 (Days)</td>
</tr>
<tr>
<td><strong>Ministry/State Name/संयुक्त राज्य का नाम</strong></td>
<td>Uttar Pradesh</td>
</tr>
<tr>
<td><strong>Department Name/विभाग का नाम</strong></td>
<td>Medical Education Department Uttar Pradesh</td>
</tr>
<tr>
<td><strong>Organisation Name/संगठन का नाम</strong></td>
<td>N/a</td>
</tr>
<tr>
<td><strong>Office Name/कार्यालय का नाम</strong></td>
<td>Lucknow</td>
</tr>
<tr>
<td><strong>Total Quantity/कुल मात्रा</strong></td>
<td>3</td>
</tr>
<tr>
<td><strong>Item Category/मदद केटेगरी</strong></td>
<td>High End Multipara Monitor (Q2)</td>
</tr>
<tr>
<td><strong>Minimum Average Annual Turnover of the bidder (For 3 Years)/विडर का न्यूनतम औसत वार्षिक टनौंबर (3 वर्षों का)</strong></td>
<td>38 Lakh (s)</td>
</tr>
<tr>
<td><strong>OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टनौंबर (गत 3 वर्षों का)</strong></td>
<td>150 Lakh (s)</td>
</tr>
<tr>
<td><strong>Years of Past Experience Required for same/similar service/उग्न्ही/समान सेवाओं के लिए अपेक्षित विषय अनुभव के वर्ष</strong></td>
<td>3 Year (s)</td>
</tr>
<tr>
<td><strong>MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टनौंबर के लिए एमएसई को छूट प्राप्त है</strong></td>
<td>Yes</td>
</tr>
<tr>
<td><strong>Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टनौंबर के लिए स्टार्टअप को छूट प्राप्त है</strong></td>
<td>Yes</td>
</tr>
<tr>
<td><strong>Bid Details/विड विवरण</strong></td>
<td></td>
</tr>
<tr>
<td>----------------------------</td>
<td></td>
</tr>
<tr>
<td><strong>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</strong></td>
<td></td>
</tr>
<tr>
<td>Experience Criteria, Past Performance, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, OEM Annual Turnover, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC), Compliance of BoQ specification and supporting document</td>
<td></td>
</tr>
</tbody>
</table>

*In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.*

| **Past Performance/विगत प्रदर्शन** |
| 80 % |

| **Bid to RA enabled/विड से रिव्यूल्स नवीनी सक्रिय किया** |
| Yes |

| **RA Qualification Rule** |
| H1-Highest Priced Bid Elimination |

| **Comprehensive Maintenance Charges Required** |
| Yes |

| **Type of Bid/विड 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** |
| 7500000 |

| **Evaluation Method/मूल्यांकन पद्धति** |
| Total value wise evaluation |

| **Financial Document Required/वित्तीय दस्तावेज़ की आवश्यकता है।** |
| Yes |

| **EMD Detail/ईएमडी विवरण** |
| Advisory Bank/एडवाइजर बैंक |
| State Bank of India |

| **EMD Amount/ईएमडी राशि** |
| 150000 |

| **ePBG Detail/ईपीबजी विवरण** |
| Advisory Bank/एडवाइजर बैंक |
| State Bank of India |

| **ePBG Percentage(%)/ईपीबजी प्रतिशत (%)** |
| 5.00 |

| **Duration of ePBG required (Months)/ईपीबजी की अपेक्षित अवधि (महीने).** |
| 60 |
(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.

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

Beneficiary/लाभार्थी :
Finance Officer
KGMU
(Vinay Kumar Rai)

Splitting/विभाजन

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

MSE Purchase Preference/एमएसई खरीद वरीयता

| MSE Purchase Preference/एमएसई खरीद वरीयता | No |

MII Purchase Preference/एमआईआई खरीद वरीयता

| MII Purchase Preference/एमआईआई खरीद वरीयता | No |

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

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

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

6. 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. Past Performance: The Bidder or its OEM (themselves or through re-seller(s)) should have supplied same or similar Category Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

8. 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

Excel Upload Required/एव्यसेल में अपलोड किए जाने की आवश्यकता :

Price Details - 1717578771.xlsx

Pre Bid Detail(s)

<table>
<thead>
<tr>
<th>Pre-Bid Date and Time</th>
<th>Pre-Bid Venue</th>
</tr>
</thead>
<tbody>
<tr>
<td>15-06-2024 14:00:00</td>
<td>Department of Common Equipment Cell</td>
</tr>
</tbody>
</table>

High End Multipara Monitor (3 pieces)

Technical Specifications/तकनीकी विशिष्टियों

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

<table>
<thead>
<tr>
<th>Specification</th>
<th>Specification Name/विशिष्टि का नाम</th>
<th>Bid Requirement/बिि के लिए आवश्यक (Allowed Values)/अनुमत मूल्य</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Parameters</td>
<td>Type of Monitor</td>
<td>Pre configured, Modular</td>
</tr>
<tr>
<td></td>
<td>EtCO2</td>
<td>Yes, No</td>
</tr>
<tr>
<td></td>
<td>Cardiac output</td>
<td>Minimal invasive(Continuous), Invasive (Thermodilution), Non invasive, NA</td>
</tr>
<tr>
<td></td>
<td>Transport monitor modulefor transporting within the hospital</td>
<td>Yes, No</td>
</tr>
<tr>
<td></td>
<td>Screen size of transport module in inches</td>
<td>4.3 inch or more, NA</td>
</tr>
<tr>
<td></td>
<td>Battery backup for transport monitor in hrs</td>
<td>3 or more, NA</td>
</tr>
<tr>
<td>Specification</td>
<td>Specification Name</td>
<td>Bid Requirement</td>
</tr>
<tr>
<td>---------------</td>
<td>-------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>AGM (Anesthetic Gas Module)</td>
<td>AGM With O2, Agm Without O2, Up-gradable, NA</td>
<td></td>
</tr>
<tr>
<td>NMT (Neuro Muscular Transmission)</td>
<td>Yes, No, Upgradable</td>
<td></td>
</tr>
<tr>
<td>EEG (Electroencephalogram)</td>
<td>Yes, No, Upgradable</td>
<td></td>
</tr>
<tr>
<td>AEEG (Amplitude Integrated Electroencephalography) Trend Graph</td>
<td>Yes, No, Upgradable</td>
<td></td>
</tr>
<tr>
<td>Channels in EEG</td>
<td>2, 4, 8, NA</td>
<td></td>
</tr>
<tr>
<td>BIS monitoring</td>
<td>Yes, No, Up-gradable</td>
<td></td>
</tr>
<tr>
<td>Entropy Monitoring</td>
<td>Yes, No, Up-gradable</td>
<td></td>
</tr>
<tr>
<td>Spirometry</td>
<td>Yes, No, Up-gradable</td>
<td></td>
</tr>
<tr>
<td>Non invasive hemoglobin</td>
<td>Yes, No, Up-gradable</td>
<td></td>
</tr>
<tr>
<td>PVI (Pleth variability index)</td>
<td>Yes, No</td>
<td></td>
</tr>
<tr>
<td>Perfusion Index</td>
<td>Yes, No</td>
<td></td>
</tr>
<tr>
<td>Transcutaneous PO? / PCO?</td>
<td>Yes, No, Up-gradable</td>
<td></td>
</tr>
<tr>
<td>ScVO?</td>
<td>Yes, No, Up-gradable</td>
<td></td>
</tr>
<tr>
<td>S T Analysis</td>
<td>Yes, No</td>
<td></td>
</tr>
</tbody>
</table>

**ECG Parameters**

<table>
<thead>
<tr>
<th>Specification</th>
<th>Specification Name</th>
<th>Bid Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>ECG Provided</td>
<td>No, Yes Or higher</td>
<td></td>
</tr>
<tr>
<td>Number of leads of ECG</td>
<td>3, 5, N/A (for without ECG)</td>
<td></td>
</tr>
<tr>
<td>12-Lead interpretation for ECG</td>
<td>Yes, No</td>
<td></td>
</tr>
<tr>
<td>Accuracy</td>
<td>± 5 BPM or better, ± 2 bpm or better, N/A (for without ECG)</td>
<td></td>
</tr>
</tbody>
</table>

**Respiration Parameters**

<table>
<thead>
<tr>
<th>Specification</th>
<th>Specification Name</th>
<th>Bid Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Respiration rate measurement range</td>
<td>0-100 bpm or more, 0-150 bpm or more</td>
<td></td>
</tr>
</tbody>
</table>

**Pulse Oximetry Parameters**

<table>
<thead>
<tr>
<th>Specification</th>
<th>Specification Name</th>
<th>Bid Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Measurement technique</td>
<td>Nellcor, Masimo, Others</td>
<td></td>
</tr>
<tr>
<td>Probe type</td>
<td>Clip, Rubber</td>
<td></td>
</tr>
<tr>
<td>Probe for neonates</td>
<td>Disposable, Reusable</td>
<td></td>
</tr>
<tr>
<td>SPO2 measurement range</td>
<td>40-100%, 70-100%</td>
<td></td>
</tr>
<tr>
<td>Accuracy of SPO2 measurement</td>
<td>± 2% or better, ± 3% or better</td>
<td></td>
</tr>
</tbody>
</table>

**NIBP Parameters**

<table>
<thead>
<tr>
<th>Specification</th>
<th>Specification Name</th>
<th>Bid Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Measurement technique for NIBP</td>
<td>Step-deflation oscillometric, Linear Inflation</td>
<td></td>
</tr>
<tr>
<td>Dual NIBP</td>
<td>Yes, No</td>
<td></td>
</tr>
<tr>
<td>Number of channels for NIBP</td>
<td>2, 3, 4</td>
<td></td>
</tr>
<tr>
<td>Specification</td>
<td>Specification Name/विविधता का नाम</td>
<td>Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य</td>
</tr>
<tr>
<td>---------------</td>
<td>---------------------------------</td>
<td>--------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>Blood pressure monitoring range Systolic</td>
<td>30-300mm or more /Hg, 40-250 or more, 40-270 or more</td>
</tr>
<tr>
<td></td>
<td>Diastolic BP</td>
<td>10-200 Or more, 30-220 or more</td>
</tr>
<tr>
<td></td>
<td>Gradation</td>
<td>±1 mm/Hg or better, ±3 mm/Hg or better</td>
</tr>
<tr>
<td>Temperature Parameters</td>
<td>Number of channels for temperature</td>
<td>1, 2</td>
</tr>
<tr>
<td></td>
<td>Type of probe</td>
<td>skin, rectal, esophageal, All</td>
</tr>
<tr>
<td>IBP Parameters</td>
<td>Number of channels for IBP</td>
<td>2, 3, 4, 8</td>
</tr>
<tr>
<td>ETCO? Parameters</td>
<td>Sensor type</td>
<td>Mainstream, Sidestream, Microstream, NA</td>
</tr>
<tr>
<td></td>
<td>Patient type</td>
<td>Intubated, Non intubated, Both intubated and non intubated</td>
</tr>
<tr>
<td></td>
<td>CO? Measuring range in mmHg</td>
<td>0 to 99 or better, NA</td>
</tr>
<tr>
<td>Other Parameters</td>
<td>Length of time of trending in hr</td>
<td>??24, ??48, ??72</td>
</tr>
<tr>
<td>Alarms</td>
<td>Activating silence of alarm</td>
<td>Yes, No</td>
</tr>
<tr>
<td></td>
<td>Duration of alarm silence in sec</td>
<td>120, 300</td>
</tr>
<tr>
<td></td>
<td>Suspension of all alarms</td>
<td>Yes, No</td>
</tr>
<tr>
<td></td>
<td>Latching of alarm</td>
<td>Yes, No</td>
</tr>
<tr>
<td></td>
<td>Cuff leakage alarm</td>
<td>Yes, No</td>
</tr>
<tr>
<td></td>
<td>Cuff disconnect alarm</td>
<td>Yes, No</td>
</tr>
<tr>
<td></td>
<td>Alarm for inflation/deflation errors</td>
<td>Yes, No</td>
</tr>
<tr>
<td></td>
<td>Indicator for low-battery</td>
<td>Yes, No</td>
</tr>
<tr>
<td></td>
<td>EtCO2 - low and high</td>
<td>Yes, No</td>
</tr>
<tr>
<td></td>
<td>Escalation of Alarm Priority</td>
<td>Yes, No</td>
</tr>
<tr>
<td></td>
<td>Sensor/ wire/probe disconnection alarm</td>
<td>Yes, No</td>
</tr>
<tr>
<td>Networking Parameters</td>
<td>Wireless</td>
<td>Yes, No</td>
</tr>
<tr>
<td></td>
<td>Connectivity with Network printer</td>
<td>Yes, No</td>
</tr>
<tr>
<td></td>
<td>Connectivity provision with Central Nursing Station</td>
<td>Yes, No</td>
</tr>
<tr>
<td>Display Parameters</td>
<td>Type of display</td>
<td>LCD, LED, TFT</td>
</tr>
<tr>
<td></td>
<td>Display Size, inch</td>
<td>10, 12, 15, 17, 19</td>
</tr>
<tr>
<td></td>
<td>Traces of display</td>
<td>&gt;6, &gt;10, &gt;12, &gt;14</td>
</tr>
<tr>
<td>Specification</td>
<td>Specification Name/विशिष्ट नाम</td>
<td>Bid Requirement/बिड के लिए अनुमत मूल्य</td>
</tr>
<tr>
<td>---------------</td>
<td>--------------------------------</td>
<td>-----------------------------------</td>
</tr>
<tr>
<td>User Interface of display</td>
<td>Touchscreen, Rotary knob, Both Touchscreen and Rotary knob</td>
<td></td>
</tr>
<tr>
<td>“Inbuilt thermal Recorder (Printer)”</td>
<td>Yes, No</td>
<td></td>
</tr>
<tr>
<td>Display must allow easy viewing at all ambient light levels</td>
<td>Yes, No</td>
<td></td>
</tr>
<tr>
<td>Standard Accessories</td>
<td>Number of reusable adult probe</td>
<td>1, 2, 5, NA</td>
</tr>
<tr>
<td></td>
<td>Number of reusable pediatric probe</td>
<td>1, 2, 5, NA</td>
</tr>
<tr>
<td></td>
<td>Number of reusable neonatal probe</td>
<td>1, 2, 5, NA</td>
</tr>
<tr>
<td></td>
<td>Number of Disposable neonate probes</td>
<td>20, 40, 60, NA</td>
</tr>
<tr>
<td></td>
<td>Number of ECG 3/5 lead cable</td>
<td>1, 2, Not supplied</td>
</tr>
<tr>
<td></td>
<td>Disposable NIBP cuff for neonatal</td>
<td>20, NA</td>
</tr>
<tr>
<td></td>
<td>EtCO2 accessories</td>
<td>1 each for adult, neonatal and pediatric, 2 each for adult, neonatal and pediatric, 5 each for adult, neonatal and pediatric, NA</td>
</tr>
<tr>
<td></td>
<td>Accessories to wall mount the monitor</td>
<td>Yes, No</td>
</tr>
<tr>
<td>Additional Accessories</td>
<td>ECG cables</td>
<td>Yes (2 for adults), No</td>
</tr>
<tr>
<td></td>
<td>ECG cables for neonates</td>
<td>Yes (1), No</td>
</tr>
<tr>
<td></td>
<td>IBP monitoring</td>
<td>All accessories for IBP monitoring at least in 2 patients (neonates and pediatric), No</td>
</tr>
<tr>
<td></td>
<td>ETCO2 Monitoring</td>
<td>All reusable accessories to monitor ETCO2 (neonatal and pediatric), No</td>
</tr>
<tr>
<td>Power Requirements</td>
<td>Mains cable</td>
<td>3 m or more with Indian plug, No</td>
</tr>
<tr>
<td></td>
<td>UPS</td>
<td>Yes, No</td>
</tr>
<tr>
<td></td>
<td>Back up time of UPS in minutes</td>
<td>30, 60, NA</td>
</tr>
<tr>
<td></td>
<td>Type of battery</td>
<td>Lithium-ion, rechargeable, Ni-MH, NA</td>
</tr>
<tr>
<td></td>
<td>Operating time of battery in min</td>
<td>60, 120</td>
</tr>
<tr>
<td>Miscellaneous Parameters</td>
<td>Availability of toll free facility for technical support maintained by OEM or authorized agencies</td>
<td>Yes, No</td>
</tr>
</tbody>
</table>
Warranty (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)

<table>
<thead>
<tr>
<th>Specification</th>
<th>Specification Name/विशिष्टि का नाम</th>
<th>Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य</th>
</tr>
</thead>
<tbody>
<tr>
<td>Warranty</td>
<td>Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue</td>
<td>3, 4, 5, 1, 2</td>
</tr>
</tbody>
</table>

**Comprehensive Maintenance**

<table>
<thead>
<tr>
<th>Warranty of required product</th>
<th>5 Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comprehensive Maintenance Duration (Post Warranty)</td>
<td>5 Year</td>
</tr>
</tbody>
</table>

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

**Consignees/Reporting Officer/परेषती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मा ा**

<table>
<thead>
<tr>
<th>S.No./क्र. सं.</th>
<th>Consignee/Reporting Officer/परेषती/रिपोर्टिंग अधिकारी</th>
<th>Address/पता</th>
<th>Quantity/मा ा</th>
<th>Delivery Days/डिलीवरी के दिन</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Akshay Anand</td>
<td>226003, King George Medical University, Shahmina Road, Chowk, Lucknow</td>
<td>3</td>
<td>90</td>
</tr>
</tbody>
</table>

**Special terms and conditions-Version:2 effective from 21-10-2022 for category High End Multipara Monitor**

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.

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.

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**Buyer Added Bid Specific Terms and Conditions**

1. **Generic**

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

2. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Note: The Specification Uploaded in the ATC. Will Supersede the Standard Gem Bid Document.

3. **Buyer Added Bid Specific ATC**

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

**Disclaimer/अवधि**

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 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 the 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:

\[
\text{Total Cost for evaluation} = C + C \times \left( \frac{(A1/100)/(1.10^{-n}) + (A2/100)/(1.10^{-n+1}) + (A3/100)/(1.10^{-n+2}) + (A4/100)/(1.10^{-n+3}) + (A5/100)/(1.10^{-n+4})}{1} \right) + \ldots
\]

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.

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

---Thank You/ध्याद---