

**बिड दस्तावेज़ / Bid Document**

<b>बिड विवरण/Bid Details</b>	
<b>बिड बंद होने की तारीख/समय /Bid End Date/Time</b>	08-01-2026 10:00:00
<b>बिड खुलने की तारीख/समय /Bid Opening Date/Time</b>	08-01-2026 10:30:00
<b>बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)</b>	180 (Days)
<b>मंत्रालय/राज्य का नाम/Ministry/State Name</b>	Ministry Of Defence
<b>विभाग का नाम/Department Name</b>	Department Of Defence
<b>संगठन का नाम/Organisation Name</b>	Dg Armed Forces Medical Service
<b>कार्यालय का नाम/Office Name</b>	*****
<b>कुल मात्रा/Total Quantity</b>	17
<b>वस्तु श्रेणी /Item Category</b>	PSA Oxygen Generator (V2) (Q2)
<b>बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)</b>	200 Lakh (s)
<b>मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)</b>	4250 Lakh (s)
<b>उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service</b>	3 Year (s)
<b>एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover</b>	No
<b>स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover</b>	No
<b>विक्रेता से मांगे गए दस्तावेज़/Document required from seller</b>	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 *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

<b>बिड विवरण/Bid Details</b>	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	10
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
विगत प्रदर्शन /Past Performance	10 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
व्यापक रखरखाव शुल्क आवश्यक / Comprehensive Maintenance Charges Required	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	10 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Stage-wise Inspection
Name of the Empanelled Inspection Agency/ Authority	Board of Officers
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
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ईएमडी राशि/EMD Amount	12500000
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### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	62

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। 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।/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). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

### लाभार्थी /Beneficiary :

CFA  
DIRECTORATE GENERAL ARMED FORCES MEDICAL SERVICES, Department of Defence, DG Armed Forces Medical Service, Ministry of Defence  
(Dgafms)

### विभाजन/Splitting

विभाजन/Splitting Applied	Yes
बोलीदाताओं की अधिकतम संख्या, जिनके बीच ऑर्डर विभाजित किया जा सकता है। / Maximum No. Of Bidders Amongst Which Order May Be Split	2
विभाजन मानदंड इस बात पर आधारित है कि कौन सी क्वांटिटी को वितरित किया जाएगा / Split Criteria based on which quantity will be distributed	As per Para 6.37.1 of DPM-2025, If there is an apprehension that the L1 may not have the capacity to supply the entire requisite quantity, it shall be mentioned in the RFP that the order may be placed on L2, L3 and so on for the balance quantity at L1 rates, provided this is acceptable to them. Even if there was no prior decision to split the quantities and it is discovered that the quantity to be ordered is far more than what L1 alone can supply, the balance quantity shall be offered to the L2 for supply at L1 rate and if the latter is unable to meet the requirement or the rate is not acceptable to him, then the offer is to be made to L3, L4, etc., in that sequence before moving on to the next higher bidder to supply the remaining quantity at L1 rate.

### एमआईआई खरीद वरीयता / MII Purchase Preference

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एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

#### एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

1. 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.
2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
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. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier

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

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

5. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

7. 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.

#### **8. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives**

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the Inspection Officer .If so requested and accepted by the seller , initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer . For reimbursement seller has to submit proof of payment to Inspection Agency.

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place of inspection as per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reasonable facilities as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply. The decision of the purchaser representative /inspection authority regarding acceptance / rejection of consignment shall be final and binding on the seller.

The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.

The seller shall also provide and deliver store / sample from consignment under inspection free of charge at any such place other than his premises as the Inspecting officer may specify for acceptance tests for which seller/OEM does not have the facilities or for special/ independent tests.

In the event of rejection of stores or any part thereof by the Inspecting officer basis testing outside owing to lack of test facility at sellers premises, the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work.

Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may like fit and proper as per QAP/governing specification. The seller shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting officer.

Unless otherwise provided for in the contract, the quantity of the stores or materials expended in test will be borne by seller.

Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's decision as regards the rejection shall be final and binding on the seller.

The seller shall if so required at his own expense shall mark or permit the Inspecting officer to mark all the approved stores with a recognised Government or purchaser's mark.

9. 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

## PSA Oxygen Generator (V2) ( 17 pieces )

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

### तकनीकी विशिष्टियाँ /Technical Specifications

[\\* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
AIR RECEIVER	<b>Air receiver vessel capacity (Litres)</b>	100, 150, 200, 500, 1000, 1500, 2000 ( <b>liter</b> )
FILTRATION SYSTEM FOR THE COMPRESSED AIR	<b>Type of filters used</b>	Pre-filter (>5 micron), Coalescing filter (0.1 micron), Coal filter (coal tower, alternatively activated carbon filter)
OXYGEN CONCENTRATOR MODULE	<b>Capacity of PSA oxygen generation plant (in LPM)</b>	100, 150, 200, 500, 600, 1000, 1500, 2000, 2500, 3000
OXYGEN PRODUCT RECEIVER	<b>Oxygen receiver tank capacity</b>	100, 150, 200, 500, 1000, 2000, 3000, 4000, 5000 Or higher ( <b>liter</b> )

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
DISPLAY	<b>Parameters displayed</b>	Oxygen concentration [%], Oxygen production trending, Output pressure, System status, including current maintenance need, Cumulative hours of operation (digital or analogue meter)
ALARM SYSTEM	<b>Audible and visual alarms available</b>	High temperature, Low/high pressure, Low oxygen concentration (<90%), Power failure, System failure, Second/reserve source active, Air dryer pressure dew point (>3°C)
WARRANTY	<b>Warranty in years (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)</b>	2, 3, 4, 5 Or higher (year)

व्यापक रखरखाव / Comprehensive Maintenance	
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 specification

#### Additional Specification Parameters - PSA Oxygen Generator (V2) ( 17 pieces )

Specification Parameter Name	Bid Requirement (Allowed Values)
The instant bid is for procurement of Mobile Oxygen Generation Plant.	Agreed
Technical Evaluation of the offered product will be done solely on the basis of BBQRs uploaded as buyer added additional terms and conditions (ATC) in this tender. The GeM golden parameters selected above will be ignored during product evaluation.	Agreed
The bidder should submit bid duly complying with the BBQRs and not as per GeM golden parameters selected above.	Agreed

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

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****Rajauri	1	90
2	*****	*****Leh	1	90
3	*****	*****Baramulla	1	90
4	*****	*****Rajauri	1	90
5	*****	*****Kupwara	1	90
6	*****	*****Kangra	1	90
7	*****	*****Mathura	1	90
8	*****	*****Leh	1	90
9	*****	*****Leh	1	90
10	*****	*****Allahabad	1	90
11	*****	*****Bareilly	1	90
12	*****	*****CHANDIGARH	1	90
13	*****	*****Baramulla	1	90
14	*****	*****Poonch	1	90
15	*****	*****Kupwara	2	90
16	*****	*****Ananthnag	1	90

**Special terms and conditions-Version:2 effective from 30-10-2024 for category PSA Oxygen Generator (V2)**

1. All Provisions of Drugs and Cosmetics Act, 1940 and Rules (including Medical Device Rule 2017) made there under as amended till date will always be applicable. This will include all notifications issued by Central Drugs Standard Control Organization (CDSCO), Ministry of Health & Family Welfare (MoHFW) and Department of Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers time to time in this regard.
2. The sellers are registered on GeM based on self declaration of valid Medical Device License, product certification, test reports etc. However, buyers must check and validate the details at their end for all applicable licenses and certifications e.g., validity and authenticity/genuineness of Medical Device license, PESO norms as applicable, BIS licences (if applicable) , product certification, manufacturer certification/licenses, test reports etc.
3. In case of authorized resellers/distributors, it will be the legal & regulatory liability of the manufacturer to ensure that their resellers/distributors are operating in compliance with all relevant laws and regulations and are properly licensed to sell the manufacturer's products, including verifying the validity and authenticity of Medical Device license held by them.
4. The price offered by the seller/bidder shall not, in any case exceed the DPCO/NPPA controlled price or price fixed by State Government, if any. The seller must reduce the prices if there is any reduction in DPCO/NPPA ceiling price or price fixed by State Government, if any.
5. Any other Terms and Conditions which is not included or at variance with the conditions specified in STC/GTC, may be added by the buyer through Additional Terms and Conditions (ATC) in the bid to ensure items are procured from authentic/validated source with appropriate and applicable quality. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede specific STC which shall supersede General Terms and Conditions (GTC), whenever there are any conflicting provisions.

6. **Comprehensive warranty:** Comprehensive warranty shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares. During the warranty period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months. warranty shall not be including the consumables. Further there will be 98% uptime warranty during warranty period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend warranty period by double the downtime period.
7. **Service centres:** Details of Service outlets in India to render services for equipment to be furnished to buyer/consignees with complete address, telephone numbers, e mails etc at time of making the supplies. It shall be the responsibility of seller to ensure that authorized service centres are available to cater to the areas where supplies are made within reasonable distance from where the service calls can be handled. Details of toll-free numbers for service call and online registration of service requests also to be provided buyer/consignee at the time of supplies.
8. **Source of supply:** It shall be responsibility of seller to provide Documents regarding source of equipments such as copy of Performa invoice or any other documents to establish that the products supplied are manufactured by OEM indicated and sourced from them.
9. **Packing and Marking:** Medical equipments being very delicate and sensitive packing for the goods should be strong and durable enough to withstand transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. .The size, weights and volumes of the packing cases, remoteness of the final destination of the goods, availability or otherwise of transport and handling facilities at all points during transit up to final destination,. Quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall take into consideration the type of medical equipments being supplied. The accessories shall be suitably labelled and packed. Each of the package shall be marked on three sides with indelible paint of proper quality: indicating contract number and date, brief description of goods including quantity, Packing list reference number, country of origin of goods and any other relevant details.
10. **Spare Parts:** Seller shall provide materials, information etc. pertaining to spare parts manufactured and supplied by the OEM. It shall be ensured that the required spares are available for purchase at least for 10 years from date of supplies. In case due to any reasons the production of the spare parts is discontinued sufficient advance notice should be given to the buyer/consignee before such discontinuation to provide adequate time to purchase the required spare parts etc. Further, OEM and their service centres/dealers shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the equipments so that the same are available. OEM or reseller shall always accord most favoured client status to the buyer/consignee and shall give the most competitive price for spares and consumables of its machines/equipments supplied.
11. **Installation, Training, Manuals:** Seller shall be responsible to carry out Installation & commissioning, Supervision and Demonstration of the goods. They shall provide required jigs and tools for assembly, minor civil works for the completion of the installation and Training of Consignee's representatives for operating and maintaining the equipment and supplying required number of operation & maintenance manual for the goods. In case the category parameters are specifying any requirements regarding the installations, training and manuals the same shall also be applicable.
12. **Electrical safety checking:** Sellers are required to make sure that they furnish the list of equipments for carrying out routine and preventive maintenance to buyer/consignee .They should make sure to periodically check the electrical safety aspects as per BIS Safety Standards or equivalent .In case they do not have required equipment for such testing should ensure that the equipments checked for electrical safety compliance through labs with facilities for such checking during every preventive maintenance call.
13. **Software:** All software updates should be provided free of cost during warranty period.
14. Petroleum and Explosives Safety Organisation is a nodal agency for regulating safety of hazardous substances such as explosives, compressed gases and petroleum. The relevant rules for delivery or dispatch of cylinders or possession of cylinders under Gas Cylinder Rules 2016 framed under Explosives Act, 1884 (latest amended) administered PESO, are given below (as applicable)::

Rule 10 : Restriction on delivery or dispatch of cylinder:- (1) No person shall deliver or dispatch any cylinder filled with any compressed gas to any other person in India who is not the holder of a licence to possess such gas cylinder or to his authorised agent unless he is exempted under these rules to possess compressed gas cylinder without a licence (as applicable).

(2) The gas cylinder delivered or dispatched by a person under sub-rule (1) shall be of the type for which he is licensed and shall not exceed the quantity which the person to whom it is delivered or dispatched is authorised to possess under these rules (as applicable).

(3) Nothing in sub-rules(1) and (2) shall apply to the delivery or dispatch of gas cylinder to the defence forces of the Union, port authorities or railway administration and other paramilitary forces (as applicable):

Provided that this sub-rule shall not be applicable for co-operative societies run by the welfare associations of these organisations.

Rule 43: Licence for filling and possession (1) No person shall fill any cylinder with compressed gas and no cylinder filled with compressed gas shall be possessed by anyone except under and in accordance with the conditions of a licence granted under these rules (as applicable).

(2) The licensee shall be responsible, for all operations connected with the filling and possession of cylinders in the licensed premises (as applicable).

Rule 44: No licence needed for possession in certain cases.- Notwithstanding anything contained in rule 43, licence shall not be necessary for-

(a) possession of any cylinder filled with a compressed gas by a carrier or other person for the purpose of transport in accordance with the provisions of these rules; (as applicable)

(b) possession of cylinders for own use and not meant for sale or trading filled with,-

(i) any flammable and non-toxic gas when the total number of cylinders containing such gas does not exceed twenty five or the total weight of gas does not exceed 200 kg., whichever is less, at a time (as applicable);

(ii) any non-flammable non-toxic gas when the total number of such cylinders does not exceed two hundred at a time (as applicable);

(iii) any toxic gas when the total quantity of such cylinders does not exceed five at a time;

(iv) acetylene gas contained in cylinder in dissolved state when the total quantity of such cylinder does not exceed twenty five at a time (as applicable).

(c) The provisions of sub-clause 44(b) shall not be applicable for liquefied petroleum gas when the total quantity of gas does not exceed 100 kg at a time for own use, distribution or sale from a sales room belonging to the dealer or distributor of respective oil marketing company (as applicable).

Notwithstanding anything contained in rule 43, licence shall not be obligatory for working places where LPG cylinders are directly connected to the manifold, but the requirements of IS :6044 Part-1 shall be complied with ,such manifold installations and shall be constructed adapting the sound engineering practices and the quantity of the LPG at any point of the time shall not exceed the limits prescribed in IS-6044 Part-1 (as applicable)

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

### 1. **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.

### 2. **Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

### 3. **Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.

- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

4. **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.

5. **Generic**

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

6. **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.

7. **Generic**

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

8. **Generic**

**OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 50% 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.

9. **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:

10. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

11. **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.

12. **Inspection**

**Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following

Inspection Agency would be conducting inspection of stores before acceptance:  
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

Board of Officers

Post Receipt Inspection at consignee site before acceptance of stores:  
Board of Officers

### 13. **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)

### 14. **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.

### 15. **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.

### 16. **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.

### 17. **Service & Support**

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

### 18. **Service & Support**

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

### 19. **Warranty**

Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide Comprehensive Maintenance Service for next 5 years for the offered products at the rate not more than 5 % of contract price per annum. Buyer reserves the right to enter into a CMC agreement with the Successful Bidder / OEM after expiry of the Warranty period at above mentioned rate and the payment for the CMC charges would be made 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

To be paid by the consignee unit  
(Upload the undertaking). The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 3% of total CMC value valid up to CMC period

plus 2 months (if there is no other claim).

20. **Warranty**

Warranty period of the supplied products shall be 5 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.

21. **Warranty**

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

22. **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 5 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.

23. **Generic**

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

24. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**BBQR FOR MOBILE OXYGEN GENERATION PLANT**

1. Design, Supply Installation Testing & Commissioning of Fully Automatic Micro-Processor Based Non-Cryogenic, Onsite Medical Oxygen Generation Plant with Specifications as given below:

2. The Oxygen Product by the plant should be Medical Grade and have following characteristics in compliance with Indian/ US and European Pharmacopeia.

A Oxygen Output 93%  $\pm$  3%

B Water Content  $\leq$ 67 Ppm Dew Point  $\leq$  40degree C

C Co < 2 ppm

D Co2 < 150 Ppm

E So2: 0 Ppm

F Nox : 0 Ppm

### **The Oxygen Generator**

3. The onsite Medical Oxygen Generator Should be either based on technology of **Pressure Swing Adsorption Technology or Vacuum Swing Adsorption**. Onsite Medical Oxygen Generator System should have all Necessary Filtration Grade of 0.01 Micron, including Bacteria Filter, Air Compressor or Air Blower which shall be only OIL FREE type (i.e. Air compressor or Air Blower where the process air does not physically mix with OIL at any stage), Bidder to ensure the Oxygen Generated Should have ZERO OIL TRACES in product Oxygen delivered to the hospital. Air compressor design should be OIL FREE type so that Oil removal filters or charcoal towers or coal towers are not required and thereby completely eliminating the risk of any oil trace carryover into the adsorption tower.

4. The Medical Oxygen Generator System should be installed with an inbuilt Zirconium based Oxygen analyser.

5. Onsite oxygen generator shall generate 200-250 LPM (12-15 Nm<sup>3</sup>/Hr) or more equivalent to 40-50 cylinders of 7 M<sup>3</sup> capacity) of Medical grade oxygen at following ambient conditions:

A Minimum Temperature : -10degree C

B Maximum Temperature: -45 degree C

C Humidity : 15-95%, Dust content : Up to 25%, Storage temperature: + 50 to -20 degrees centigrade.

D At altitude sea level to 5000m above sea level

6. Oxygen Generator Shall Have the Capability of Producing Outlet Oxygen Pressure in the range of 4 to 6 bar.

7. Oxygen Generator should have an Interactive fully automatic touch panel with integrated oxygen monitor, audible low purity alarm, low pressure alarm. Also the panel should indicate the flow rate, pressure, purity, running hours etc.

8. The Onsite oxygen generator should have the capability of automatically vent-off any impure oxygen that may be generated and it should have auto cut

off mode and regeneration mode.

9. The molecular sieves used in the absorption tower should have shelf life and warranty of minimum 5 years. In case failure, the molecular sieves (Zeolites) and if needed the entire single/twin absorption vessel including will be replaced completely.

10. Mass flow controller: The medical oxygen generator plant shall be provided with mass flow controller (MFC) and the system should be capable of operation 24 x 7 x 355 controlled by automatic control panel. There should be two mass flow controller MFCs (operational + redundant) to ensure that the medical oxygen generator plant will have a restricted flow rate of not beyond 200 LPM of oxygen.

11. The main system plant should be extremely modular and be containerized in the standard ISO 20 feet container. Design, Supply, installation, testing & commissioning of Fully Automatic Micro-Processor based non-cryogenic, onsite Medical Oxygen Generation Plant for hospitals guaranteed to produce 200-250 LPM of Medical Grade Oxygen of Purity  $93 \pm 0.3\%$  in compliance with Indian standards.

The following refurbishment is to be catered in the standard 20 feet containers:

A Epoxy flooring for the floor surface

B Acoustic foaming of the container

C Qty 2 nos. of mass flow controller (MFC)

D Sleep mode facility for catering the minimum oxygen load as per the setting required

E Remote monitoring facilities of the oxygen plant

F Qty 3 x 2 tons Air conditioner to meet the environmental conditions

G Qty 2 nos of CO<sub>2</sub> fire extinguishing bottles

H Electricity distribution board for critical and non-critical load

J Ambient oxygen alarming system for the container

K Energy meter for the main system to record power consumption of the 200-250 LPM oxygen Generation system.

L Smoke Alarm system inside the container.

12 The Medical Oxygen Generator System should be capable of operating in the

following electrical conditions

Voltage : 415 V Frequency : 50 Hz Phase: 3 Phases

The Oxygen generator system should also be capable of operating with a diesel power electrical generator and the same to be provided with the main system.

13. The design of the onsite medical oxygen generator / Air compressor/ Reversible Blower should be with a variable Frequency Drive/ Variable Speed drive to control / vary the speed of the drive motor as per load with variation from 25% to 100% of the capacity of the plant. Either the Oxygen Generator plant or the air compressor/ Reversible Blower should be provided with a variable frequency Drive/ Variable Speed Drive.

### **Air Compressor Specifications**

14. OIL-FREE Reversible Blower/ OIL FREE Screw Air compressor. The Medical Oxygen Generation Plant shall be provided with Oil Free Reversible Air Blower/ Oil free Screw Air compressor. The air compressor or air blower should be so selected so that process air and oil never physically mixes with each other at any stage inside the Air Blower or the Air compressor. The system should be designed in such a way that no oil Filter, charcoal tower or coal tower is ever required to be employed in the design.

15. The Air compressor/ Reversible Blower should be suited for Producing required Air Flow throughout the Entire Life Cycle without any de-rating.

A Should work at : - 10 degree C to + 45 degree C & 15-95% H

B Compressed air quality should meet ISO 8573-1 Class 1.4.1 specifications.

C Ready to run fully automatic, super silenced vibration damped all panel power coated.

D Refrigeration dryer, if applicable based on PSA/ VSA technology employed. The air compressor should be installed with an integrated refrigeration dryer.

E Maximum working pressure range: 7-10 Bar even at maximum demands.

16. Air Receiver should be minimum 1500 Ltrs capacity of oxygen line regulator , Pressure relief valve assembly, Bacteria Filter and Auto Shutdown solenoid valve and Electronic Drain Valve. It should be designed and manufactured as per ASME section VIII Div 1 or equivalent. A corrosion allowance of 1.6 mm shall be considered.

17. Oxygen storage tank shall be minimum 15000 Ltrs effective capacity with oxygen line regulator, pressure relief valve assembly, bacteria filter and auto shutdown Solenoid valve. It should be designed and manufactured as per ASME section VIII Div 1 or equivalent. A corrosion allowance of 1.6 mm shall be considered.

18. The Entire plant should have the US FDA/ 4 digit European CE Cert and comply with Indian Standards as applicable. It should also comply with ISO standards 10083, ISO 7396-1, ISO-9001 ISO:13485, 2016 (Quality management system) compliant.

19. All interconnected fittings and pipes should be SS 304, wherever necessary .

20. It should come with 5 years warranty against defect in materials and workmanship with an assured supply of consumable spare parts for 5 years after completion of warranty.

21. The plant should be easy to operate and maintain. With proper maintenance , unit should provide at least 10 years of service. (Manufacturer to provide certificate).

22. The entire oxygen generation plant should be supplied by a company that shall have the manufacturing license under class A or Class B of medical device, subject to the provisions of the Medical Devices Rule 2017 as provided by the Central Drugs Standard Control Organization (CDSCO) under Ministry of Health Government of India.

23. Booster pumps (high pressure cylinder filling system) with filling capacity of 40 or more cylinders per day should be also quoted. The booster pump should be compatible with the oxygen generation plants quoted. BBQRs for the same are separately attached (See below).

24. Servo voltage stabilizer of suitable capacity for oxygen plant and allied equipment should be supplied along with online UPS of suitable capacity with at least 30 min. backup of PLC of the concentrator plant of as per manufacturer standards. The

e main electrical control panel compatible with oxygen plant and allied eqpt should be supplied.

25. The scope shall include an Oil-Free air cooled two stage Oxygen booster reciprocating compressor capable of filling as per specifications mentioned.

### **BBQR for High Pressure Cylinder Filling System for Type D Cylinders**

A The system should be capable to fill 40 or more type D oxygen cylinders (7000L) at a pressure of 150 bar or more per day.

B It should be compatible with oxygen generator being quoted

C It should be designed to fill back up and mobile cylinder on site adhering to filling rate of 20 m<sup>3</sup>/hour.

D It should be 100% oil free high pressure booster fully automatic.

E The outlet flow should be up to 12-15 m<sup>3</sup>/h and output pressure up to 150 bar

F The compressor should be full oil free: high pressure oxygen compressors must have safety relief valves, NRVs, burst discs and interstage separators.

G It should have wall or skid mounted cylinders filling Ramp system along with set of Braided stainless steel flexible hoses with connection as per Indian standards.

H It should allow automatic monitoring with an intelligent control system based on A PLC system: hour meter, alarm logging automatic shut-off & restart safety controls multi language interface Remote monitoring capabilities.

J Booster technical data & cylinder filling capacity: max discharge pressure : 150 bar max output flow: 12-15 m<sup>3</sup>/h suction pressure : -4 bar (g) HP flexible hoses (Standards) – 16, daily capacity – upto 50 or more weight – less than 500 kg, it should work on power supply as per Indian Standard.

26. Number of AC should be minimum of 4 x 2 Ton AC s to ensure workability in high temperature locations (more than 45 C)

27 Actual CE/FDA/ISO/CDSCO cert with respect to eqpt model should be provided during technical bid evaluation by the vendor.

28 Dust protection should have adequate filters to ensure robust function in dusty/sandy terrain. It should be demonstrated on ground.

29. Diesel generator provided should be 50-200 KVA and should be able support eqpt.

30. It should come with 5 years warranty against defect in materials and workmanship with an assured supply of consumable spare parts. Booster and accessories shall comply with ISO/FDA/CE/CDSCO guidelines.

31. The plant should have manual switchover feature to connect to either centralized medical gas pipeline system or cylinder refilling system as per the requirement.

32. The entire assembly of the oxygen generation plant (containing oxygen generator, air compressor and booster) to be mounted on a mobile platform with adequate strength so as to make this assembly mobile and easy to relocate in case relocation is required.

**A. FOLLOWING DOCUMENTS ARE REQUIRED TO BE UPLOADED FAILING WHICH THE BID WILL BE REJECTED**

<b>S. No</b>	<b>Clause</b>	<b>Details</b>	<b>Remarks</b>
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01	Make in India Content	<p>Self-Declaration of Make In India component of 25% and above, if available upto value of 10Cr. In case for value in excess of 10Cr Class-I/Class-II local supplier, certificate from statutory auditor or chartered accountant is required giving the percentage of local content in prescribed format as per guidelines promulgated by GOI, Ministry of Chemicals &amp; Fertilizers, Department of Pharmaceuticals vide policy no.</p> <p>F.No.31026/36/2016-MD dt 18<sup>th</sup> May 2018.</p>	<p>The certificate should necessarily contain the following</p> <p>(i) Percentage of Indigenous content</p> <p>(ii) Details / Breakdown of Indigenous component</p> <p>(iii) Location at which local content is added /value addition is made.</p>
02	OEM Authorization	<p>Manufacturing Agency Agreement from OEM covering the warranty period and CAMC period</p>	<p>The OEM should give undertaking that that they will provide after sales service (including spare parts) throughout the period of warranty and CAMC, <u>through the bidder or themselves</u></p>
03	Past Performance	<p>The Bidder or its OEM {themselves or through re-seller (s)} will provide copy of supply orders showing that he has supplied same or similar Category products for 10 % (Qty-02) of bid quantity, in at least one of the last three Financial years or current year.</p>	<p>The supply order should be</p> <p>(i) Either from Central/ State govt organisation /PSU/ Public listed company</p> <p>or</p> <p>(ii) From Tertiary Care Centre or organization having 10 or more diagnostic labs .In this case bidder will also attach a performance certificate.</p> <p>Duly signed by the seller and the procuring organization.</p>

04	Turnover	(i) OEM Turnover Certificate (ii) Bidder Turnover Certificate	Both the certificates should be signed by the C A  The Turnover for the F.Y. 2022-23, 2023-24 and 2024-25 shall be given
05	Experience criteria	To be submitted by OEM/reseller/dealer	The OEM/ reseller / dealer should have market presence for minimum 3 year. The OEM/bidder will submit at least one supply order ( at least 3 year old from date of tender opening) of same or similar medical product placed in favour of the reseller / dealer.
06	Bid Security Declaration	To be submitted by the bidder (OEM/reseller/dealer)	The Bid Security declaration is to be prepared in original on Rs. 100/- Stamp Paper and the scanned copy of the same will be uploaded on the GeM Portal.
07	Technical Evaluation	Product Demonstration	Bidder should agree for Product demonstration at own cost at the time of technical evaluation, if requested by Technical Evaluation Committee.

08	Downtime Clause	LD Against Downtime	Serviceability of 95% per year is to be ensured. This amounts to total maximum downtime of 18 days per year. Also downtime should not exceed 05 days at one time. Required spares to attain this serviceability may be stored at site by the seller at his own cost. Total down time would be calculated at the end of the year. If downtime exceeded permitted downtime, LD would be applicable for the delayed period.
09	MSE and Startup Exemption for Years of Experience and Turnover	No	This being a procurement of highly sophisticated medical eqpt related to patient care, no representation on consideration for exemption in this regard will be entertained.

**The bidder is supposed to sign the Integrity Pact attached in the Buyer Added ATC and upload the same with the bid. The bid will not be entertained in absence of Integrity Pact, wherever applicable.**

**This bid will be governed by the provisions of Defence Procurement Manual-2025 (DPM -2025).**

**B. FOLLOWING DOCUMENTS ARE ALSO REQUIRED TO BE UPLOADED**

- (i) **Undertaking** : Bidder to upload undertaking for Bidder Financial Standing stating bidder should not be under liquidations, court receivership or similar proceedings
- (ii) Clause by Clause compliance of technical specifications/QRs.
- (iii) Technical literature from OEM.
- (iv) Copy of PAN.
- (v) Copy of GSTIN.
- (vi) Copy of Cancelled Cheque.
- (vii) Copy of EFT mandate duly certified by bank.

## **C. PLEASE NOTE**

### **(i) Clarification / Representation**

#### **(a) IN CASE OF NORMAL BIDS**

The bid clarification date will be till 5 working days after publication of the Tender. No representations will be accepted after this date. Only representation received on GeM portal within 5 working days of publication of tender will be considered. Representations received outside GeM, through email will not be considered.

#### **(b) IN CASE OF CUSTOM BID**

In case of custom bid if representation window is not available on GeM portal representations may be sent

through email ([fmgt24.ce@nic.in](mailto:fmgt24.ce@nic.in)).

Representations received at this office within 5 working days of publication of tender will be accepted. Any representation received after 5 working days, from date of publication of bid will not be considered by this office.

### **(ii) Technical evaluation will be done by Technical Evaluation Committee**

NO REPRESENTATIONS FOR CHANGES IN THE COMPOSITION/DATE/VENUE OF THE TECHNICAL EVALUATION COMMITTEE AND CONDITIONS OF PRODUCT DEMONSTRATION WILL BE ACCEPTED. TIME ALLOWED FOR TECHNICAL CLARIFICATIONS DURING THE TECHNICAL EVALUATION IS 02 DAYS .

### **(iii). CAMC**

Equipment will be deemed to be on continuous CAMC even if CAMC papers have not been signed. Onus will be on vendor to get the stamp paper signed by Commandant/ CO of Hospital and ensure maintenance of eqpt.

## **NOTE**

1. As per GeM Bid, terms and conditions, Past Performance has to be determined on basis of supply order of Central/ State Govt Organization/ PSU/ Public listed company.
2. Bidders not having these orders may also furnish supply order of same/ similar category of product supplied to Tertiary Care Centre run by charitable / Registered society or organization having 10 or more diagnostic labs. (Draft performance certificate has been attached which must be signed by the seller and procuring tertiary care center/lab and uploaded along with bid documents, as proof of supply .

## **DRAFT PERFORMANCE CERTIFICATE**

**1. Reference:** - DGAFMS tender No \_\_\_\_\_ dated \_\_\_\_\_.

**2. Subject: -** Performance Certificate for (name of item).

3. Issuing Department/Organization:-

**4. Nature of Organization**(Pl tick whichever is applicable):-

- a. Tertiary Care Centres
- b. Unit run by Pvt Company
- c. Trust or Society
- d. Diagnostic Lab

1. Additional details:-

(a)	Name of product	
(b)	No. and date of supply order through which the product was procured (bidder has to submit copy of SO and QR's with the bid)	
(c)	Quantity Procured	
(d)	Date of supply or installation or commissioning whichever is later	
(e)	Has the product performed satisfactorily?	YES/NO
(f)	Has the after sales support been satisfactory?	YES/NO

Confirmation by Specialist/MS

I as specialist/MS have used the above mentioned product for more than 3 months and I am generally satisfied with the performance of the product.

Signatures \_\_\_\_\_

Name: \_\_\_\_\_

Specialization: \_\_\_\_\_

**Only in case of non-government entity issuing the certificate**

I hereby certify that (Name of organization/Society/Trust etc.) is a Tertiary Care Centre located at (address) and having (no. of beds)

OR

I hereby certify that (name of organisation) is a firm/trust/society/company having the head office at (address) and having more than 10 diagnostic labs.

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

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

### अस्वीकरण/**Disclaimer**

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

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

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer

is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

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

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

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

4.Cost of CMC will be added for Ranking/Evaluation purpose with depreciation formula.A 10% discounting rate per year shall be applied on CMC Charges for price evaluation on Net Present Value.

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

6.While creating a bid or RA, buyers shall indicate whether CMC is required against Yes/No" options. If CMC Charges are included, an option for number of years for CMC required after the warranty period shall be available.Under this option up to 10 years can be chosen for CMC charges beyond warranty period.

7.In case the bid has a provision for CMC, the warranty of the product will also be deemed to have been converted into Comprehensive warranty including preventive maintenance and calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, during the Warranty Period also. Sellers are therefore advised to include the cost of Comprehensive Warranty including spares (excluding consumables) also in product Cost.

8.The CMC functionality shall be available in bid only and no direct RA shall be applicable.In case of bid to R/A decrement rules shall be applicable on total price inclusive of CMC charges. Bunching of products shall not be available while creating bids with CMC charges.

8.1.Buyer shall indicate number of years of warranty by selecting different options available in the field depending on warranty parameter applicable in category parameters for the equipment. No. of years of warranty indicated here shall supersede the warranty period indicated elsewhere in bid or product specifications. The Seller while participating in Bid/RA will get fields to indicate CMC charges as percentage depending on number of years of CMC selected by Buyer. The following shall be applicable, if 5 year CMC selected:

CMC charges for 1st year after warranty period- Percentage to be indicated- A1

CMC charges for 2nd year after warranty period- Percentage to be indicated- A2

CMC charges for 3rd year after warranty period - Percentage to be indicated- A3

CMC charges for 4th year after warranty period - Percentage to be indicated- A4

CMC charges for 5th year after warranty period - Percentage to be indicated- A5

Similarly, A6 to A10 are to be indicated for 6th to 10th year of CMC if applicable.

8.2.The calculation of CMC Charges shall take into account the number of years of warranty and duration of CMC as specified while creating bid.

8.3.In the price evaluation, the system shall provide function to calculate the cost of each equipment by formula indicated below includingCMC and then show the inter-se-ranking of the bidders. The following are the variables

(i) Number of years for which CMC required.

(ii) Number of years of product warranty

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

Total Cost for evaluation=

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

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

If 2 year warranty specified, n shall be 2 and if 5 year warranty specified, n shall be 5. A1,A2, A3, A4& A5shall 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 25% 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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/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.

**---धन्यवाद/Thank You---**