

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	02-03-2026 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	02-03-2026 13:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Labour And Employment
विभाग का नाम/Department Name	Na
संगठन का नाम/Organisation Name	Employees State Insurance Corporation (esic)
कार्यालय का नाम/Office Name	Esic Model Hospital Namkum Ranchi Jharkhand
कुल मात्रा/Total Quantity	41
वस्तु श्रेणी /Item Category	Multipara Monitor - Low End (Q2)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	33 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	260 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Turnover	Yes Partial Turn over value - 33 (in lakhs)
टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Turnover	Yes Partial Turn over value - 33 (in lakhs)
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	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) *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

बिड विवरण/Bid Details	
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	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
विगत प्रदर्शन /Past Performance	80 %
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	3 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
अनुमानित बिड मूल्य /Estimated Bid Value	6500000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	170000

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 केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/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 :

DEAN

Esic Model Hospital Namkum Ranchi Jharkhand, NA, Employees State Insurance Corporation (ESIC), Ministry of Labour and Employment
(Esic Fund Account No-02)

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

एमआईआई खरीद वरीयता / MII Purchase Preference

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
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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. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
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 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.
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. 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.
7. 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.

8. 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.

9. 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. 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.

10. 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

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
26-02-2026 15:00:00	ESIC MEDICAL COLLEGE & HOSPITAL NAMKUM Pre-bid Multipara Monitor Thursday, February 26 · 3:00 – 3:30pm Time zone: Asia/Kolkata Google Meet joining info Video call link: https://meet.google.com/usq-ezwy-xxg

Multipara Monitor - Low End (41 pieces)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

* जेम कैटेगरी 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)
Performance Parameters	Type of Monitor	Preconfigured / Non Modular
ECG parameters	Number of leads of ECG	3, 5, 10, 12

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	12-lead interpretation for ECG	Yes, No
	Number of leads analyzed for ECG in single time	3, 4, 5
Pulse Oximetry Parameters	Measurement technique	Nellcor, Masimo, Draeger OxiSure, TruSignal, Others
	Probe type supplied	Adult, Pediatric, Neonatal
	Type of adult probe	Disposable, Reusable, NA
	Type of pediatric probe	Disposable, Reusable, NA
	Type of neonatal probe	Disposable, Reusable, NA
NIBP Parameters	Cuff supplied	Adult, Pediatric, Neonatal
	Cuff size for Adult	Small, Medium, Large, Extra Large, Not supplied
	Cuff size for pediatric	Standard, Not supplied
	Cuff size for neonate	Standard, Not supplied
Temperature Parameters	Number of channels for temperature	1, 2
	Probe type	skin, rectal, esophageal, All (esophageal, rectal , skin)
Alarms	Duration of alarm silence in sec	120, 300
Networking Parameters	Wireless	Yes, No
	USB port	Yes, No
	Connectivity provision with Central Nursing Station	Yes, No
Display Parameters	Type of display	LCD, LED, TFT
	Display Size,inch with $\pm 5\%$ tolerance	10, 12, 15, 17, 19
	User Interface of display	Touchscreen, Rotary knob, Both (Rotary knob and Touchscreen)
	Inbuilt thermal Recorder (Printer)	Yes, No
Standard Accessories	Resusable SpO2 probe	Adult, Pediatric, Neonatal
	Number of adult probe	1, 2, 5, NA
	Number of pediatric probe	1, 2, 5, NA
	Number of neonatal probe	1, 2, 5, NA
	ECG cable	3 lead, 5 lead, 10 lead
	Number of ECG cable	1, 2, 5, Not supplied
Additional Parameters	Accessories to wall mount the monitor	Yes, No

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Power Requirements	Type of battery backup	Lithium-ion ,rechargeable, Ni-MH, Lead Acid battery, UPS
	Backup time in minutes	60, 120
	Recharging time of battery in hr	?6, NA for UPS
Warranty, Servicing and Installation	Availability of toll free facility for technical support maintained by OEM or authorized agencies	Yes, No
	Warranty (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)	3, 4, 5, 1, 2

व्यापक रखरखाव / Comprehensive Maintenance	
Comprehensive Maintenance (Minimum Percentage)	3 %
Comprehensive Maintenance (Maximum Percentage)	25 %
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

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	Dr Sunita Minz	834010,ESIC Medical College & Hospital, Namkum, Ranchi	41	15

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

1. All Provisions of Drugs and Cosmetics Act, 1940 and Rules made there under as amended till date will always be applicable. This will include all notifications issued by *Central Drugs Standard Control*

Organisation(CDSCO), Ministry of Health & Family Welfare (MoHFW) and Department of Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers time to time in this regard.

2. The sellers are registered on GeM based on self-declaration of valid Drug License, product certification, test reports etc. However, buyers must check and validate the details at their end for all applicable licenses and certifications e.g., validity and authenticity/genuineness of drug license, product certification, manufacturer certification/licenses, test reports etc.
3. The price offered by the seller shall not, in any case exceed the DPCO controlled price, if any, fixed by the Central/State Government, the Maximum Retail Price (MRP) and the selling price. The seller must reduce the prices if there is any reduction in DPCO ceiling price, if any.
4. **Comprehensive warranty:** Comprehensive warranty shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares. During the warranty period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months. warranty shall not be including the consumables. Further there will be 98% uptime warranty during warranty period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend warranty period by double the downtime period.
5. **Service centres:** Details of Service outlets in India to render services for equipment to be furnished to buyer/consignees with complete address,telephone numbers, e mails etc at time of making the supplies. It shall be the responsibility of seller to ensure that authorized service centres are available to cater to the areas where supplies are made within reasonable distance from where the service calls can be handled.Details of toll-free numbers for service call and online registration of service requests also to be provided buyer/consignee at the time of supplies.
6. **Source of supply:** It shall be responsibility of seller to provide Documents regarding source of equipments such as copy of Performa invoice or any other documents to establish that the products supplied are manufactured by OEM indicated and sourced from them.
7. **Packing and Marking:** Medical equipments being very delicate and sensitive packing for the goods should be strong and durable enough to withstand transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. .The size, weights and volumes of the packing cases, remoteness of the final destination of the goods, availability or otherwise of transport and handling facilities at all points during transit up to final destination,. Quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall take into consideration the type of medical equipments being supplied. The accessories shall be suitably labelled and packed. Each of the package shall be marked on three sides with indelible paint of proper quality: indicating contract number and date, brief description of goods including quantity, Packing list reference number, country of origin of goods and any other relevant details.
8. **Spare Parts:** Seller shall provide materials, information etc. pertaining to spare parts manufactured and supplied by the OEM. It shall be ensured that the required spares are available for purchase at least for 10 years from date of supplies. In case due to any reasons the production of the spare parts is discontinued sufficient advance notice should be given to the buyer/consignee before such discontinuation to provide adequate time to purchase the required spare parts etc. Further, OEM and their service centres/dealers shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the equipments so that the same are available.

OEM or reseller shall always accord most favoured client status to the buyer/consignee and shall give the most competitive price for spares and consumables of its machines/equipments supplied.
9. **Installation, Training, Manuals:** Seller shall be responsible to carry out Installation & commissioning, Supervision and Demonstration of the goods. They shall provide required jigs and tools for assembly, minor civil works for the completion of the installation and Training of Consignee's representatives for operating and maintaining the equipment and supplying required number of operation & maintenance manual for the goods. In case the category parameters are specifying any requirements regarding the installations, training and manuals the same shall also be applicable.
10. **Electrical safety checking:** Sellers are required to make sure that they furnish the list of equipments for carrying out routine and preventive maintenance to buyer/consignee .They should make sure to periodically check the electrical safety aspects as per BIS Safety Standards or equivalent .In case they do not have required equipment for such testing should ensure that the equipments checked for electrical safety compliance through labs with facilities for such checking during every preventive maintenance call.
11. **Software:** All software updates should be provided free of cost during warranty period.
12. Any other Terms and Conditions which is not included or at variance with the conditions specified in STC/GTC, may be added by the buyer through Additional Terms and Conditions in the bid to ensure items are procured from authentic/validated source with appropriate and applicable quality. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede specific STC which shall supersede General Terms and Conditions ("GTC"), whenever there are any conflicting

provisions.

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

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

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<u>1</u>	Technical Specification of Multi Parameter Monitor	<ul style="list-style-type: none"> * Multi para meter patient monitor which is suitable for use in Operation theatres, ICU and Wards. * Standard configuration of ECG, Respiration, SpO2, NiBP and temperature (Dual IBP and EtCO2 - optional) * Should have 12.0-inch Color LCD Display * Should have rotary knob and +/- touchscreen. * Waveform colour can be changed from screen setup of the corresponding layout screen <p><u>ECG</u></p> <ul style="list-style-type: none"> * Should be able to monitor ECG through 5-lead Patient cable * Should have Manual ST Analysis window * Should detect 20 arrhythmias and generate alarms * The priority of arrhythmia alarms can be configurable * Should measure PVC and PAC * Should be able to monitor Heart Rate from 10-300bpm * Should have user selectable modes like Monitor, Surgery and Diagnosis for operation in ICU, OTs etc * Should have pacemaker detection facility <p><u>Respiration</u></p> <ul style="list-style-type: none"> * Measurement Range of 0 to 150 breaths per min * Should have gain selection *0.25,*1,*2,*4. * Should have sweep speed selection of 6.25mm/s.12.5mm/s.25
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mm/s.

- * Should have Apnea detection facility
- * Apnea Monitoring limit range: 10s. 15s. 20s. 25s. 30s. 35s. 40s. 45s. 50s. 55s. 60s.

SPO2

- * Should have Nellcor or masimo to monitor spo2
- * Should have measurement range of 1~100%

NiBP

- * Must be of Sun Tech Medical Technology for clinical-grade blood pressure measurement
- * Should have auto., Manual and Stat modes of operation for NiBP
- * Should have a measuring range of 0-280mmHg
- * Upgradable to dual IBP monitoring
- * Should have measurement range of up to 390mmHg or better
- * Should have accuracy of +/-2mmHg or +/-1% of the reading
- * Should have resolution of 1mmHg

Temperature

- * Should have two channels for temperature monitoring- Skin and Nasopharyngeal.

AGM Monitoring (Optional)

- * Should be masimo side stream technology
- * Should measure: Fi & Et of (CO2, N2O,AA):MAC
- * Should have a warm-up time of less than 10 seconds
- * Should work on low sampling rates of less than 60ml/min
- * Should have accuracy of +/- (0.2vol%+2% of reading)

Should have data storage capabilities:

- * 72 hours of trend data storage
- * 2000 sets of NIBP measurement data
- * 200 alarm events
- * Physiological alarms can be reviewed with 16 sec of associated waveform along with other parameters values. Even print out these waveforms with optional recorder
- * 7 leads of ECG waveform disclosure at least of 1-hour
- * Should have facility to transfer the trend data to USB

Should have

- * The monitor should have drug dose calculator and Oxy-CRG view screens
- * Snapshot facility with USB transfer
- * Should have alarm setting for all parameters
- * Should have colour coded alarms and alarms priority can be configurable
- * Should have CNS connectivity
- * Should provide HL7 output
- * Monitor should be able to directly connect with hospital information system(HIS)
- * Should have optional DVI port for Slave/External display
- * Should have Li-ion battery
- * Battery should be European CE or USFDA Certified
- * Manufacturer should be ISO Certified 13485:2016 and BIS
- * Make in India

Standard scope of supply

- * 5-lead ECG Cable -1
- * Masimo SPO2 cable and adult sensor-2 , pediatric- 1, Neonatal-1
- * NiBP Tube- 1
- * NiBP cuff , adult sizecuff-2, pediatric- 1, Neonatal- 1
- * Skin temperature Probe- 1&Nasopharyngeal Probe -1
- * User manual - 1

Service backup should be local (Ranchi/Jharkhand) by authorized service centre

5 Year Warranty

5 Year CMC

There should be provision for free of cost software up gradation.

The committee shall place its recommendations for opting demonstration of the equipment required and the mode by which the demonstration of listed equipment, the demonstration hence sought shall be taken from all bidders who have met the pre-qualification criteria. Medical store shall inform all such firms the time date and venue for demonstration in writing after giving sufficient time for the same. This clause shall be suitably incorporated while creating e-bid. Cost of demonstration should be borne by the bidder.

<u>2</u>	ELIGIBILITY CRITERIA	Following Criteria must be fulfilled by the bidder. The necessary documents shall be uploaded on GeM after attestation by the authorized person of the bidder with the Bidder's official seal. The Declaration & undertakings shall be printed on the letter head of the bidder/OEM, as per requirement.
<u>3</u>	Experience Certificate	<p>Bidder should have minimum of 3 years' experience (F.Y. 2022-23, 2023-24 & 2024-25) in supplying same or similar category equipment s/items to any Central / State Govt. Organization/ Autonomous body/ PSU.</p> <p><i>(Bidder has to submit copies (atleast one for each year) of relevant Purchase Order/Contract copy with invoice and/or delivery acceptance certificate like CRAC and/or the Satisfactory Work Completion Certificate issued by the Buyer with necessary detail (i.e. detail of Equipment, amount etc.) in support of having supplied some quantity during each of the financial year.)</i></p>
<u>4</u>	Past Performance	<p>The Bidder should have supplied same or similar Category Products for atleast 80% of Estimated cost/Bid Value, in at least one of the last three Financial years (F.Y. 2022-23, 2023-24 & 2024-25) to any Central / State Govt. Organization / Autonomous body/ PSU.</p> <p><i>(Bidder shall submit Copies of relevant Contract copy with CRAC and/or the Satisfactory Work Completion Certificate issued by the Buyer with necessary detail (i.e. detail of Equipment, amount etc.).</i></p>
<u>5</u>	Turnover Criteria:	<p>For Bidder- The Minimum Average Turnover of 50% (Fifty percent) of the Estimated Bid Value during the last 3 financial years (F.Y. 2022-23, 2023-24 & 2024-25)</p> <p>For OEM - The Minimum Average Turnover of 400% (Four hundred percent) of the Estimated Bid Value during the last 3 financial years (F.Y. 2022-23, 2023-24 & 2024-25)</p> <p><i>(The bidder shall submit the copy of Audited P&L Account and Balance sheet (F.Y. 2022-23, 2023-24 & 2024-25) or the Average Turnover Certificate issued by the Chartered Accountant/ Cost Accountant as per GeM instructions.)</i></p>

<u>6</u>	Earnest Money Deposit (EMD)	<p>EMD as per GeM's terms & condition to be deposited, in the form of Demand Draft/Pay Order/Banker's Cheque in favour of "ESI Fund Account. No. 2", payable at Ranchi. EMD to be submitted in a sealed envelope or by Hand or post to Medical Store, ESIC Medical College and Hospital, Namkum, Ranchi within 7 days of Bid Closing date. The EMD of all bidders shall be refunded after the award of work or completion of present tender process and it will be refunded to the successful bidder after submission of Performance Security/Security deposit of the adequate amount.</p> <p><i>(Scanned Copy / proof of the DD in favor of ESIC Fund Account No-2 payable at Ranchi, wherever applicable.)</i></p> <p>EMD Exemption - Under MSE category, only "Manufacturers for Goods" are eligible for exemption from EMD. Traders and Service Providers are excluded from exemption as per GeM guidelines, hence they must submit the EMD.</p> <p>Exemption in EMD to MSE Startup and other eligible entity will be given as per GeM Provision and as per extant instruction of Govt of India .</p> <p><i>(The bidder shall submit the proper "UDYAM Registration/MSE certificate" of relevant NIC code Category issued in name of OEM.)</i></p> <p style="text-align: center;">-</p>
<u>7</u>	OEM Authorization	<p>If the bidder is an OEM, then he must submit a self declaration on his letter head in this regard. In case bidder is not OEM, the OEM Authorization certificate issued by the OEM in the name of bidder shall be submitted with other necessary details.</p>
<u>8</u>	Income Tax registration	<p>The Bidder must be registered with the statutory authorities viz. Income Tax. <i>(scanned copy of PAN shall be submitted)</i></p>
<u>9</u>	GST registration	<p>The Bidder must be registered with the statutory authorities for GST.</p> <p><i>(scanned copy of GST registration certificate shall be submitted)</i></p>
<u>10</u>	Certificate	<p>(1)ISO:- Relevant ISO certificates, which verifies internationally recognized standard for quality management systems in medical devices and equipment.</p> <p>(2) BIS (Bureau of Indian Standards) certificate:- which verifies conformity to national safety and quality standards for medical devices.</p> <p>(3) USFDA/European CE with four digit notified number.</p> <p>(4) Manufacturing license or import license (self-attested copy), if applicable: A CDSCO License (Central Drugs Standard Control Organisation) is mandatory for manufacturing or importing medical devices (Class C/D) and certain drugs in India, ensuring safety and quality. Hence, the bidder shall submit the copy of (Form MD-9 for Mfg, MD-15 for Import) in the name of OEM.</p>

<u>11</u>	Security deposit	The Successful bidder will have to submit the Security deposit equal to 5% of the cost of the equipment in the form of e-PBG in favour of Dean, ESICMC& Hospital, Namkum Ranchi, or DD/Banker's cheque in favour of "ESIC Fund Account No.-2" payable at Ranchi for the period of Warranty period and 2 months i.e. 62 months. Security Deposit shall be refunded after this period on the submission of the Performance Guarantee/Security Deposit for the period of CMC of the Equipment
<u>12</u>	ATC	<p>1) If there is any contradiction in Technical specification given under GeM Bid & ATC, technical specifications uploaded by the buyer in the buyer Uploaded ATC document, specific ATC Annexure are overriding effect in technical specification given under the GeM Category specification in GeM Bid.</p> <p>(2) The Dean/Medical Superintendent, ESICMC&H, Namkum, Ranchi reserves the right to cancel the bid at any stage without assigning any reason.</p>
<u>13</u>	Live Demonstration:	Bidders must demo the quoted model at ESICMC&H, Namkum, Ranchi within 7 days of email. Demo is mandatory only for Pre-Eligible bidders as a part of technical bid qualification. No exemption & Extension, All demo costs borne by bidder

<p>14</p>	<p>Warranty & AMC/CMC</p>	<p>(i) 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.</p> <p>(ii) 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.</p> <p>(iii) Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG).Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.</p>
<p>15</p>	<p>Service & Support</p>	<p>(i) Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.</p> <p>(ii) Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.</p> <p>-</p>

2	Constitution (Proprietorship/ Partnership/ Company etc.)	
3	Name of Owner / Partners/ Directors	
4	Name of the contact person with Contact No.	
5	Full Postal Address	
6	Local Address of Ranchi	
7	Telephone No. & Email ID of Firm/ Company	
8	Bank Details :	
a)	Account Holder Name	
b)	Bank Name with Branch	
c)	Account type	
d)	Account No.	
e)	IFSC Code No.	
f)	MICR No.	
9	Certificate of Registration / Incorporation of the Agency / Firm / Company and its number	
10	GST Registration No.	
11	PAN No.	
12	Name of OEM	
13	Address, Phone no., email-id of OEM	
14	EMD Detail:	

a)	Name of the Bank :	
b)	Bankers Cheque/DD No. & Date	
c)	Amount	₹
d)	Valid upto	

Note :- Self attested copies of above stated certificates / documents to be uploaded.

Signature of Authorized person

**Date:
ion:
Place:**

Name & Designat

Bidders seal:

ANNEXURE - 2

Non-Blacklisting/Non-Debarment Declaration

(To be submitted on letter head of bidder & OEM with Sign and Stamp)

Subject:-Non-Blacklisting/Non-Debarment Declaration -reg.

I/We as authorized signatory, hereby declare and confirm:

1. That, our company/firm, has not been indicted or found guilty of any criminal, fraudulent, or anti-competitive activities by any authority.
2. That, our firm has not been blacklisted or debarred at present or during last 2years (i.e. from 01.01.2024 onward) by any Government Department/Govt. Organisation, Autonomous Body, PSU, Local Body.
3. That, there is no vigilance/CBI case pending against the firm.

This declaration is made as part of the tender submission in compliance with the requirements as specified in the tender document.

I, further confirm that the information provided above is accurate and true to the best of our knowledge, any misrepresentation or false declaration shall lead to disqualification of our bid and/or termination of the contract, if awarded.

Signature of Authorized person

Date:
ion:
Place:

Name & Designat
Bidders seal:

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ANNEXURE - 3

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Undertaking Regarding Bidder's financial standing

(To be submitted on letter head of bidder with Sign and Stamp)

Sub: Undertaking Regarding Financial Standing.

I/We hereby undertake :

1. That our company/firm is not under liquidation, court receivership, or any similar legal proceedings.
2. That our company/firm is not bankrupt as on the date of submission of this bid
3. That we are financially capable and legally competent to undertake and perform the obligations as required in the bidding process.

This undertaking is submitted in compliance with the requirements of the tender/bid. I/We understand that any false or misleading declaration may result in disqualification from the bidding process.

Signature of Authorized person

Date:
ion:
Place:

Name & Designat
Bidders seal:

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ANNEXURE - 4

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Unconditional Acceptance of all Terms and Conditions

(To be submitted on letter head of bidder with Sign and Stamp)

Subject: Acceptance of Terms & Conditions of Tender and related corrigendum.

1. I/we hereby certify that I/ We have read and understood the entire terms and conditions

tions of the tender document published on GeM Portal for the above work which shall form part of the contract agreement and I / we shall abide by the conditions / clauses / corrigendum contained therein.

2. I/We hereby unconditionally accept the tender conditions contained in the tender document in its entirety for the above works. Any conditions submitted by us stand automatically withdrawn.

3. It is clarified that after unconditionally accepting the tender conditions in their entirety, it is not permissible to put forth any remarks or conditions.

4. In case any provisions of this tender are found violated, I/we agree that the tender shall be rejected, and Dean/MS, ESIC Medical College and Hospital, Namkum, Ranchi shall, without prejudice to any other right or remedy, be at liberty to forfeit the full Earnest Money Deposit (EMD) absolutely besides taking other measures as deem fit.

Signature of Authorized person

**Date:
on:
Place:**

Name & Designation:

Bidders seal:

ANNEXURE - 5

Lowest Cost Certificate

(To be submitted on letter head of bidder with Sign and Stamp)

In reference to Bid No. _____ dated _____ we, M/s _____ (Name of Bidder) having registered office at _____, hereby undertake and confirm the following:-

“It is certified that the quoted items (of same specifications and terms & conditions) have not been and are not being supplied to any Govt / Semi Govt Organization at the rate lower than being quoted here.”

Signature of Authorized person

**Date:
on:
Place:**

Name & Designation:

Bidders seal:

Land Border Undertaking (GFR 144 (xi) Compliance Certificate)

Restrictions on Procurement from a Bidder of a Country which shares a Land Border with India

(To be submitted on letter head of bidder with Sign and Stamp)

UNDERTAKING

1. I have read the clauses of Order no. F. No. 6/ 18/ 2019-PPD dated 23.07.2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, regarding restrictions on procurement from a bidder of a country which shares a land border with India ;
2. I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]
3. I further undertake that if above undertaking / certificate given by the bidder whose bids accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with Law.

Signature of Authorized person

**Date:
ion:
Place:**

**Name & Designat
Bidders seal:**

Undertaking Regarding Warranty & CMC

(To be submitted on letter head of bidder & OEM with Sign and Stamp)

In reference to Bid No. _____, Date: _____

We, M/s _____ (Name of Bidder) having registered office at _____
_____, hereby undertake and confirm the following:

1. That we shall provide **05 (five) years Comprehensive Warranty** for the supplied equipment from the date of successful installation and commissioning, at no additional cost to the Buyer.
2. That after the expiry of the warranty period, we further undertake to provide **05 (five) years Comprehensive Maintenance Contract (CMC) services** for the equipment, as per the terms and conditions of the Bid document.
3. That during the warranty and CMC period, we shall ensure availability of spare parts, consumables (if applicable), and timely service support to maintain smooth functioning of the equipment.
4. That we accept full responsibility for the obligations under the warranty and CMC period, failing which necessary action may be taken against us as per the rules.

We hereby declare that the above undertaking is true and correct to the best of our knowledge and belief.

Signature of Authorized person

**Date:
Signature:
Place:**

**Name & Designation:
Bidders seal:**

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ANNEXURE - 8

OEM Authorization Certificate

*(To be submitted on letter head of **Original Equipment Manufacturer's (OEM)** with Sign and Stamp)*

Date:

To

**The Dean/Medical Superintendent,
ESICMC & Hospital, Namkum, Ranchi,
Jharkhand-834010.**

Subject: OEM Authorization Certificate for GEM Bid No.
.....

Name of Equipment.....
.....

Dear Madam/Sir,

We, the undersigned, being the Original Equipment Manufacturer (OEM) of the Equipment, having our manufacturing facility at**[Insert Full Factory Address]**, hereby authorize:

M/s.
.....

Address:.....
.....

Phone Number & email id:
.....

to submit a bid, negotiate, and conclude the contract with your esteemed organization against the above-mentioned GeM Bid. We confirm that no company, firm, or individual other than **M/s.****[Insert Name and Address]** is authorized to participate in the bidding process or conclude the contract in respect of the said GeM Bid. We hereby extend our full support and guarantee for the supply, installation, commissioning, and service of the Equipment and affirm that warranty and **Comprehensive Maintenance Contract (CMC)** support will be provided by us (the OEM) or our authorized service partner post successful installation. This authorization is issued in accordance with the bid requirements and is valid for the entire duration of the tender and contract, including post-sales support and warranty / CMC obligations.

Thanking you.

Yours faithfully,

(Seal & Signature)

_____ **[Authorized Signatory Name]**

_____ [Designation]

_____ [Name of Manufacturer]

_____ [Email / Phone No.]

ANNEXURE - 9

Checklist of documents to be submitted with GeM bid

S.N	Documents required to be submitted by the Bidder	Yes/No
1	Experience Certificate (F.Y. 2022-23, 2023-24 & 2024-25)	
2	Past Performance 80% of Estimated cost/Bid Value, in at least one of the last three Financial years (F.Y. 2022-23, 2023-24 & 2024-25)	
3	Bidder Average Annual Turnover (50% of the Estimated Bid Value during (F.Y. 2022-23, 2023-24 & 2024-25)	
4	OEM Average Annual Turnover (400% of the Estimated Bid Value during (F.Y. 2022-23, 2023-24 & 2024-25)	
5	EMD (If seeking EMD exemption supporting document must be uploaded.)	
6	OEM Authorization Certificate (on the letter head of OEM)	
7	Income Tax registration (PAN card)	
8	GST registration Certificate	
9	ISO certificate:- Relevant ISO certificates,	
10	BIS (Bureau of Indian Standards) certificate	
11	USFDA/European CE with four digit notified number.	
12	CDSCO License /Manufacturing license or import license (self-attested copy)	
13	Annexure-1 Bidder's & OEM profile	
14	Annexure-2 <i>Non-Blacklisting/Non-Debarment Declaration</i>	
15	Annexure-3 Undertaking Regarding Bidder's financial standing	
16	Annexure-4 Unconditional Acceptance of all Terms and Conditions	
17	Annexure-5 Lowest Cost Certificate	
18	Annexure-6 Land Border Undertaking (GFR 144 (xi) compliance certificate)	
19	Annexure-7 Undertaking Regarding Warranty & CMC	
20	Annexure-8 OEM Authorisation Certificate	
21	Annexure-9 Checklist of documents to be submitted with GeM bid	
22	Technical Specification compliance sheet for each item	
23	Catalogue of the offered product (s)	

Signature of Authorized person

**Date:
ion:
Place:**

Name & Designat

Bidders seal:

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 15 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 A15 are to be indicated for 6th to 15th year of CMC if applicable.

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

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

- (i) Number of years for which CMC required.
- (ii) Number of years of product warranty

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

Total Cost for evaluation=

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

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

If 2 year warranty specified, n shall be 2 and if 5 year warranty specified, n shall be 5. A1, A2, A3, A4 & A5 shall depend on how many years CMC selected. For 3 year CMC, only A1, A2 and A3 factors are to be taken into account and A4 and A5 will not be applicable.

8.4. CMC charges offered for each subsequent year should be same or higher than preceding year.

8.5. The CMC charges shall be offered within range of 3 to up to 50% of cost of equipment as defined by

buyer.

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---