



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/4958518
Dated/दिनांक : 14-06-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	05-07-2024 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	05-07-2024 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Gujarat
Department Name/विभाग का नाम	Health & Family Welfare Department Gujarat
Organisation Name/संगठन का नाम	Gujarat Medical Services Corporation Limited (gmscl)
Office Name/कार्यालय का नाम	Gmscl
Total Quantity/कुल मात्रा	1
Item Category/मद केटेगरी	Medical Training kit with Human mannequins for medical education or training (Q3)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	6 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	6 Lakh (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Past Performance/विगत प्रदर्शन	10 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
Type of Bid/बिड का प्रकार	Two Packet Bid

Bid Details/बिड विवरण

Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Estimated Bid Value/अनुमानित बिड मूल्य	1200000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	36000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	122

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज 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।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Managing Director
Gujarat Medical Services Corporation Ltd, Block No. 14/1, Dr. Jivraj Mehta Bhavan, Sector-10, Gandhinagar- 382 010
(Shri Ganga Singh)

Splitting/विभाजन

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

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता
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No

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

1. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
3. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Purchase preference to Micro and Small Enterprises (MSEs) from the State of Bid Inviting Authority : Purchase preference will be given to MSEs as Micro and Small Enterprises from the State of Bid inviting Authority. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 10% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100 % of total quantity as defined/ decided in relevant policy.
5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
6. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 10% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.
7. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

Medical Training Kit With Human Mannequins For Medical Education Or Training (1 pieces)

Technical Specifications/तकनीकी विशिष्टियाँ

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Configuration	Medical Training Kit shall be equipped for imparting trainings on:	Chest Compression depth, CPR Training, Combined CPR and Airway Training
	If the Medical Training Kit is equipped for imparting Airway management training { : ETT Intubation, Laryngeal Mask Airway, Combi-Tube and Laryngeal Tube etc }:	Yes
	Type of manikin(s) offered in medical training kit:	Full Body manikin
	Functionality/Features available in manikin:	Mouth to mouth ventilation, Bag Mask Ventilation, Chest compression indicator, Manual pulse, Jaw Thrust, Stomach inflation with Indicator, Variable chest Stiffness, Airway Hygiene system
	Inbuilt Integrated Skill Feedback system	Yes
	Feedback facility available:	Feedback on ventilation, Feedback on chest compression depth level, feedback on wrong hand position
	Facility of Digital Sensors for Instant Feed Back on Volume,, Depth and	Ventilation, Stomach Inflation, Chest Compression, Wrong Hand Position
	Facility of Airway opening only when head is correctly hyper extended	Yes
	Facility of carotid pulse activation during correct chest compressions	Yes
	Certification	European CE Declaration according to 2014/53/EU and European Directive on Medical Devices
Warranty	1, 3, 5 Or higher (year)	

Additional Specification Parameters - Medical Training Kit With Human Mannequins For Medical

Education Or Training (1 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
1) Warranty 2) Should be compatible with , 3) Should be compatible with	1) 5 Years 2) AED Use 3) Arrhythmia monitor
4) Supplied with 5) Should be supplied with	4) Arrhythmia simulator 5) Extra lung, face masks , tubing etc.
6) Standard Accessories	6.1) It should be with compatible arrhythmia simulation device -Portable. 6.2) QCPR AED compatible feedback.
7) Consumable items:	7.1) Adult manikins-01 with CPR feedback ; Decorated Manikin faces; Disposable Airways; Extra Compression springs (Hard & Soft) ;BVM, Kneeel mat,Jacket,Manikin Wipes, USB Cable. 7.2) AED Trainer and user Guide.
8) Medical Training Kit shall be equipped for imparting trainings on: 9) Functionality/Features available in manikin:	8) CPR Training, Combined CPR and Airway Training 9) Bag Mask Ventilation, Chest compression indicator, Manual pulse, Jaw Thrust, Stomach inflation with Indicator, Variable chest Stiffness, Airway Hygine system

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

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Medical Superintendent	380016,CIVIL HOSPITAL CAMPUS, ASARWA, AHMEDABAD 380016	1	42

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**1. Service & Support**

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

2. Turnover

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

3. Forms of EMD and PBG

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

Managing Director, Gujarat Medical Services Corporation Limited
payable at
Gandhinagar

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

4. **Forms of EMD and PBG**

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

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

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

5. **Generic**

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

6. **Warranty**

Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide Comprehensive Maintenance Service for next 5 years for the offered products at the rate not more than 10 % of contract price per annum. Buyer reserves the right to enter into a CMC agreement with the Successful Bidder / OEM after expiry of the Warranty period at above mentioned rate and the payment for the CMC charges would be made Annually after rendering of the CMC Services of the relevant CMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the CMC contract when called upon by the buyer. CMC would include cost of

Include four free services yearly to attend breakdown call within 48 hours, and free replacement of parts. (Upload the undertaking). The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 10% of total CMC value valid up to CMC period plus 2 months (if there is no other claim).

7. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

8. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. **Bidder Seeking Exemption for EMD must enclose following necessary documents.**

a) MSME (of Gujarat State) along with NSIC/DIC-II-Acknowledgment/CSPO for item under B ID.(Of Gujarat State)

b) Startup Unit from Gujarat state also be eligible for EMD Exemption (must enclosed necessary documents)

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

(i) The Turnover Exemption for startup shall be applicable for micro and small startup Only.

ii) Micro and small startup are exempted from past performance criteria.

3 Bidder must be an Indian Manufacturer or Authorized Distributor for imported item or a Subsidiary of original foreign manufacturer. Distributors of Indian OEM shall not be allowed to participate. OEM and Distributor/subsidiary cannot participate simultaneously in the Bid.

4 1) If the Bidder has participated as Indian manufacturer then submit document issued by Government authorities as proof of manufacturer.

2) The bidder has to submit OEM authorization certificate issued by principal manufacturer, if they are bidding as Authorized distributor for an imported item.

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

6 EMD would be refundable under following conditions:

- a. Tender is closed at any stage of procurement
- b. Rejection of bid at primary or technical scrutiny level
- c. After issuance of Contract

7 The E.M.D. / Security Deposit shall be liable to be forfeited in the following circumstances when the:

i) Bidder is rejected due to failure to supply the requisite documents in proper format or giving any misleading statement or submission of false affidavit or fabricated documents. (This would be in addition to penal action as per ATC 17.)

ii) Bidder fails to sign the agreement for entering into contract in case the offer is accepted due to any reason whatsoever

iii) Bidder fails to supply the goods / items as per the orders placed by either this organization or by direct demanding officers within the delivery period so stipulated.

iv) Bidder fails to replace the goods declared to be not of standard quality or not conforming to acceptable standards or found to be decayed / spoilt before the date of expiry or to refund the cost of such goods.

v) Bidder fails to submit security deposit and CMC Agreement within bid validity.

8 Back out from tender at any interim level during Bid processing/Bid Validity: -

i) It will be the responsibility of the bidder not to escape halfway directly or indirectly by way of raising any problems.

ii) Bidder responsible to supply the quoted item/model with mentioned specification during bid validity.

iii) Failing which invite appropriate actions as per ATC 17.

9 Bidder has to submit CMC Agreement and security deposit valid for the combined of warranty and CMC period within 15 Days of the receipt of acceptance of letter issued by GMSCL. CMC Agreement of GMSCL will supersede the CMC Agreement of GeM Bid. (Available on GMSCL website: <https://gmscl.gujarat.gov.in/images/pdf/cmc-19-07-2023.pdf>)

10 Bidder shall be called for Physical Demonstration of machine for Technical Scrutiny.

11 The seller is required to print logo of GMSCL on equipment. (Available on GMSCL website: <https://gmscl.gujarat.gov.in/chek-for-me-equipment.htm>)

12 According to the guidelines of the government, all the purchases should be made through GeM Portal, so bid related any Representations have to be done only on GeM. Representations made through letters and E-mail will not be considered.

13 Bidders has to submit all required documents in specified format and has to mentioned bid number and date in all documents on letter head with sign and stamp.

14 Successful bidders have to pay security deposit as bank guarantee issued by Nationalized Bank including the Public Sector Bank / Private Sector Banks authorized by RBI to undertake State government Business / Commercial Bank / Regional Rural Bank of Gujarat / Co-operative Bank of Gujarat mentioned in G.R.No. EMD/10/2019/50/DMO, Dt. 18/06/2019 of finance Department, Government of Gujarat as amended from time to time will be followed

Bank Guarantee valid for a period not less than warranty and CMC period combined is required at the time of entering into agreement for the performance of the contract and same to be extended by contractor as and when desired by GMSCL.

Bank Guarantee will be released on installation basis as under:

(i) 70 % bank guarantee will be released after completion of Warranty.

(ii) 30 % bank guarantee will be released after completion of CMC.

15 Bidder/OEM has to submit self-declaration for compliance of Restrictions under rule 144(xi) of GFR 2017: Restriction on Procurement from a bidder of country which share a land border with India as per GeM GTC 26 and GR NO: SPO-102020-UOR-10-CH, Industries and mines department, GOG. Submit Self-declaration Certificate as per available on GMSCL Website:

- 16** Bidder who have been blacklisted/ debarred by tender inviting authority or by any other State Government or Central Government department/ Organization shall not be allowed to participate in the tender process during the period of blacklisting / debarment, bidders shall have to submit a self-declaration to that effect.
- 17** The various conditions regarding debarment shall be applicable as per violation of terms and conditions 5.2.10 (page No. 16) & 7.7.4 (page No. 32) of Tender document for "Medical Equipment's, Surgical Items, Hospital Furniture and other miscellaneous items" (available on GMSCS website <https://gmscl.gujarat.gov.in/default.aspx?id=192&lg=eng>).
- 18** . Over and above the normal Warranty terms as per GeM GTC, the successful bidder / OEM shall have to provide Comprehensive Warranty during the entire Standard warranty period as per contract. : The comprehensive warranty shall be covering the following scope Include 4 free services yearly, to attend breakdown calls within 48 hours and free replacement of parts.
- 19** Submit Rates of reagent and consumable as per annexure (if required): bidders has to submit the Annexure in the same format mentioning bid number and date (Please mention "Not applicable" if not required)
- 20** In the bid if there is no provision to quote 5 year CMC (Comprehensive Maintenance Contract) rate after completion of warranty in financial evaluation than bidder has to submit (Per Item) 5 years CMC rate during bid submission in below format, for Ex-3 years warranty.

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

- 21** If any bidder wishes to lodge any complaint against the other bidder regarding submission of false documents, information etc., The bidder has to submit the complaint before price bid opening along with deposit of Rs. 1,00,000 (Rupees One Lac only). The amount so deposited shall be refunded if after scrutiny the complaint is found to be true by the Managing Director. However, if the complaint is found to be false and mala fide the deposit will be forfeited. No interest shall be paid against this deposit. Any complaint received after price bid opening will not be entertained. The facts relating to all such complaints as well as action taken thereof have to be produced before the respective purchase committee for its consideration.
- 22** Acceptance of Letter (AL) will be issued to successful bidder and bidder have to submit security deposit against AL. Failing Which will be consider as a back out from bid and will invite appropriate action as per ATC no. 8.
- 23** The installation of equipment is also to be completed within 30 days from the date of receipt of certificate of site readiness for installation of equipment from the concerned consignee. If the tenderer fails to supply the goods specified in the contract and/ or installation within the stipulated period, an amount equivalent to 0.5% of the value of the stores not supplied/installed within the stipulated period per week shall be recovered as liquidated damages unless the penalty is waived by the Managing Director. Such recovery of the liquidated damages will not stop the Managing Director from carrying out risk purchase described elsewhere and the amount recovered will be in addition to the difference of the risk purchase.

24 Sample Testing:-

Sample of the material shall be collected by an officer empowered by the Managing Director or in the manner approved by the **Managing Director**, and will be sent for testing to an approved laboratory / institution. In case where the order is placed by Managing Director, Demanding Officer, and the samples will be collected by an officer empowered by him and will be sent for testing. Testing fee will be recovered from the contract holder. The decision of the testing authority will be conclusive and final and binding the contract holder. **Wherever applicable, 1 % of the supply value shall be deducted towards handling & testing charges from the invoice. (If Applicable)**

25 The contract can also be terminated by the Managing Director in the following circumstances:

- i.** If the firm is debarred or disqualified or cases to exist or convicted of any offence.
- ii.** If the quality of the item to be supplied is found not up to the standard and multiple samples are found to be not of standard quality.
- iii.** If supply position of the firm is not satisfactory.

26 Whenever under this contract any sum of money is recoverable from the contractor & payable by the contractor to the **Managing Director** of Gujarat Medical Services Corporation Limited, Gandhinagar, or an officer empowered by Managing Director shall be entitled to recover such sum by appropriating in part of whole the Security Deposit paid by the Contractor, if a security being insufficient or if no security has been taken from contractor, then the balance of the total sum recoverable as the case may be deducted from the sum due to the contractor under this or any other contract (with the **Managing Director** of Gujarat Medical Services Corporation Limited, Gandhinagar) and remaining balance due will be recovered as arrears of "LAND REVENUE DUES".

27 The special terms & conditions (if mentioned in bid) shall supersede over the general terms and conditions. (If Applicable)

28 Letter of Credit:

In Case GMSCL opens the Inland (INR) Letter of Credit for Imported Equipment, following Terms & Conditions are to be satisfied by the Contract Holder.

1. Payment to Suppliers are ordinarily made by Inland (INR) Letter of Credit opened by the State Bank of India or any other scheduled/authorized Bank of Gujarat as decided by Managing Director, GMSCL, Gandhinagar. While opening the Inland (INR) Letter of Credit, the GMSCL should follow the provision of Uniform Customs and Practices for Documentary Credit (UCPDC).

2. Generally, irrevocable Inland (INR) Letter of Credit is opened so that the supplier is fully assured of its payment on fulfilling its obligations in terms of the contract. The Inland (INR) Letter of Credit will preferably be opened with validity of 90 days from the date of its opening, on extendable basis by mutual consent of both the parties. Letter of Credit opening charges in India will be borne by Managing Director, GMSCL. However, the delivery date of the contract is extended to take care of delay in supply, for which supplier is responsible, the tenure of the Inland (INR) Letter of Credit is also to be extended, but the expense incurred for such extension (Inland (INR) Letter of Credit) is to be borne by the supplier and late supply penalty plus GST as applicable will also be deducted as per Clause

3. For contract costing up to US \$ 100,000 (or equivalent), preferable mode of payment will be by Direct Bank Transfer (DBT). DBT payment will be made within 30 days of receipt of lorry receipt of Transporter approved by Indian banker Association / Proof of shipment a

and such other documents as are provided for in the contract, but such payments will be subject to the deductions of such amounts as the Seller may be liable to pay under the agreed terms of the Contract.

4. In case of payment through Inland (INR) Letter of Credit paid shipping documents are to be provided to the Bank by the seller as a proof of dispatch of goods as per contractual terms /LC conditions so that the Seller gets payment from Inland (INR) Letter of Credit. The Bank will forward these documents to Managing Director, GMSCCL for getting the goods/stores released from the supplier. However, where the mode of payment is DBT, the paid shipping documents are to be provided to the paying authority by Managing Director, GMSCCL. Documents will include, as applicable: -

- a) Signed Commercial Invoice - 3 Copy(original)
- b) Lorry receipt of Transporter approved by Indian banker association - 1 set
- c) Packing List - 2 Copy
- d) Certificate of Origin from Seller's Chamber of Commerce, if any.
- e) Certificate of Quality and year of manufacture from OEM.
- f) Certificate regarding Country of Origin - 3 Copy
- g) Dangerous Cargo Certificate, if applicable.
- h) Insurance Policy/ Certificates in triplicate covering Transit Insurance as per cover for C.I.F. value plus 10%.
- i) Certificate of Conformity and Acceptance Test at PDI, if any. (PDI not necessary for this BID)
- j) Any other documents as provided for in the Contract/ asked by the Bank

5. Type of Shipment: Both Partial and Transshipment is acceptable

6. Offer must confirm terms & conditions and specification otherwise the offer will be ignored. Non specified terms for any charges or rates (i.e. ambiguous charges not specifying the quantum) will not be accepted.

7. 75 % amount shall be released by bank on confirmation of dispatch of goods by supplier through submitting shipping documents and rest of amount shall be released by bank on receipt of such advice from GMSCCL.

8. Provided that where the installation and commissioning of the machine is delayed and the installation cannot be carried out due to the reasons not associated with the bidder or put off beyond 60 days of the receipt of goods at the ultimate destination due to express written instructions of the consignee, the balance 25 % payment shall be released to the supplier on his furnishing the bank guarantee afore mentioned.

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

Checklist of documents for reference as per ATC 23.

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

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

31 Warranty period will be applicable as per ATC No.9

9. Warranty

Warranty period of the supplied products shall be 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.

10. Generic

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

11. Service & Support

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

12. OEM

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

13. Generic

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

14. Generic

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

15. Turnover

OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product

during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

16. **Purchase Preference (State)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs from the State of Bid Inviting Authority having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry / State of Bid inviting authority. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 10 % of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100 percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

17. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

18. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

Managing Director, Gujarat Medical Services Corporation Limited
payable at
Gandhinagar

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

19. **Forms of EMD and PBG**

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

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

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

place of PBG within 15 days of award of contract.

20. **Warranty**

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

21. **Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

22. **Generic**

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

Included in cost of Equipment/Item.

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23. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

24. **Generic**

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

25. **Buyer Added Bid Specific ATC**

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

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of

bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---