



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2024/B/5047188 Dated/दिनांक : 29-06-2024

# Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण  |  |
|--|--|
| Bid End Date/Time/बिड बंद होने की तारीख/समय  | 09-07-2024 11:00:00  |
| Bid Opening Date/Time/बिड खुलने की<br>तारीख/समय  | 09-07-2024 11:30:00  |
| Bid Offer Validity (From End Date)/बिड पेशकश<br>वैधता (बंद होने की तारीख से)   | 180 (Days)   |
| Ministry/State Name/मंत्रालय/राज्य का नाम  | Ministry Of Science And Technology   |
| Department Name/विभाग का नाम   | Department Of Science And Technology (dst)   |
| Organisation Name/संगठन का नाम   | Sree Chitra Tirunal Institute For Medical Sciences And<br>Technology (sctimst)   |
| Office Name/कार्यालय का नाम  | Thiruvananthapuram   |
| Total Quantity/कुल मात्रा  | 2  |
| ltem Category/मद केटेगरी   | Video Laryngoscope (Q3)  |
| MSE Exemption for Years of Experience and<br>Turnover/ अनुभव के वर्षों से एमएसई छूट  | Νο   |
| Startup Exemption for Years of Experience<br>and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट  | Νο   |
| Document required from seller/विक्रेता से मांगे<br>गए दस्तावेज़  | Certificate (Requested in ATC),OEM Authorization<br>Certificate,Additional Doc 1 (Requested in ATC),Additional<br>Doc 2 (Requested in ATC),Compliance of BoQ specification<br>and supporting document<br>*In case any bidder is seeking exemption from Experience /<br>Turnover Criteria, the supporting documents to prove his<br>eligibility for exemption must be uploaded for evaluation by<br>the buyer |
| Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया   | Yes  |
| RA Qualification Rule  | H1-Highest Priced Bid Elimination  |
| Comprehensive Maintenance Charges<br>Required  | Yes  |
| Type of Bid/बिड का प्रकार  | Two Packet Bid   |
| Time allowed for Technical Clarifications<br>during technical evaluation/तकनीकी मूल्यांकन के<br>दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय | 2 Days   |

| Bid Details/बिड विवरण  |                             |
|--|-----------------------------|
| Inspection Required (By Empanelled<br>Inspection Authority / Agencies pre-<br>registered with GeM) | Νο                          |
| Estimated Bid Value/अनुमानित बिड मूल्य   | 500000                      |
| Evaluation Method/मूल्यांकन पद्धति   | Total value wise evaluation |

# EMD Detail/ईएमडी विवरण

| Advisory Bank/एडवाईजरी बैंक | State Bank of India |  |
|-----------------------------|---------------------|--|
| EMD Amount/ईएमडी राशि       | 125000              |  |

# 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<br>अपेक्षित अवधि (महीने). | 38                  |  |

(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 दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए बिनिर्माता 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 :

Director, SCTIMST

Sree Chitra Tirunal Institute for Medical Sciences and Technology (SCTIMST), Thiruvananthapuram, Department of Science and Technology (DST), Ministry of Science and Technology (Director, Sctimst)

# Splitting/विभाजन

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

# MII Purchase Preference/एमआईआई खरीद वरीयता

| MII Purchase Preference/एमआईआई खरीद वरीयता | Yes |
|--|-----|
|--|-----|

| MSE | Purchase | Preference/एमएसई | खरीद | वरीयता |
|-----|----------|------------------|------|--------|
|-----|----------|------------------|------|--------|

1. 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.

Yes

<u>OM\_No.1\_4\_2021\_PPD\_dated\_18.05.2023</u> 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.

2. 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.

3. 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.

4. 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)

| Pre-Bid Date and Time | Pre-Bid Venue  |
|-----------------------|--|
|                       | Mini conference hall, 3rd floor, AMCHSS<br>Queries if any should be forwarded to purchase@sctimst.ac.in on or before<br>04.07.2024 |

# Video Laryngoscope (2 pieces)

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

# Technical Specifications/तकनीकी विशिष्टियाँ

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

| Specification            | Specification Name/विशिष्टि का<br>नाम           | Bid Requirement/बिड के लिए आवश्यक (Allowed<br>Values)/अनुमत मूल्य                                     |
|--------------------------|---|---|
| Performance              | Type of Camera                                  | CCD, CMOS   |
| Parameters               | Resolution of camera with anti fog lens         | 1.0 M pixels, 2.0 M Pixels  |
|                          | Display anti shatter protection                 | LCD, TFT  |
|                          | Size of display in inches                       | 2 inch or more, 3.5 inch or more  |
|                          | Screen movement                                 | Up& down, Up& down , left & right, Fixed  |
|                          | Spare USB hard drive for backup to be provided  | 1, NA (if no hard drive provided)   |
|                          | Image out put                                   | HDMI port for connectivity to external monitor, Not provided  |
|                          | Type of Blades                                  | Reusable, Disposable  |
|                          | Size of Blades                                  | mac 1,2,3,4,5, mac 3,4,5, miller 0,1 mac 1,2 ,3, miller 0, 1 Mac 2,3,4,5                              |
|                          | Material of Blades                              | Stainless Steel, Medical Grade Optical Polymer, SS<br>(Medical grade), Poly carbonate (Medical grade) |
|                          | Movable stand to hang the screen to be provided | Yes, No   |
|                          | Weight of the handle in g                       | Less than 250 g, NA (if no stand provided)  |
|                          | Source for power of system                      | Rechargeable Battery, Dry cell  |
|                          | Type of dry cell                                | AA, AAA, Lithium Battery, NA (for rechargeable<br>battery)  |
|                          | Battery backup in hrs                           | 1, 2, 3 or more, NA for dry cell  |
| Additional<br>Parameters | Protection cap to be provided                   | Yes, No   |

| Specification | Specification Name/विशिष्टि का<br>नाम   | Bid Requirement/बिड के लिए आवश्यक (Allowed<br>Values)/अनुमत मूल्य |
|---------------|---|---|
| Reports       | Availability of test report<br>from central<br>govt/NABL/ILAC accredited<br>lab to prove conformity to<br>specification indicated<br>including safety<br>requirements   | Yes, No   |
|               | Copies of Certifications of<br>manufacturer, Certificates<br>from manufacturers for<br>bought out components and<br>material test certificates to<br>be submitted to Buyer on<br>demand after placement of<br>order | Yes, NA   |

| Comprehensive Maintenance                             |        |
|---|--------|
| Warranty of required product                          | 3 Year |
| Comprehensive Maintenance Duration (Post<br>Warranty) | 7 Year |

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

# Additional Specification Parameters - Video Laryngoscope ( 2 pieces )

| Specification Parameter<br>Name | Bid Requirement (Allowed Values)   |
|---------------------------------|--|
| Additional Specification 1      | Bidders should submit declaration complying the technical specification as per Buyer added ATC clause  |
| Additional Specification 2      | Our Requirement is as follows: Size of display in inches: 3.5 inch or more<br>Type of Blades : Reusable Size of Blades: mac 3,4,5 Material of Blades: SS<br>(Medical grade) Movable stand to hang the screen to be provided: Yes |

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

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

| S.No./क्र.<br>सं. | Consignee<br>Reporting/Officer/<br>परेषिती/रिपोर्टिंग<br>अधिकारी   | Address/ਧਰਾ  | Quantity/मात्र   | Delivery Days/डिलीवरी वे<br>दिन   |  |  |  |
|-------------------|--|--|--|---|--|--|--|
| 1                 | Shiju V S  | 695011,Sree Chitra Tirunal<br>Institute For Medical Science<br>and Technology,Medical<br>College PO, Trivandrum  | 2  | 30  |  |  |  |
| pecial te         | erms and conditions-\  | ersion:2 effective from 24-11  | L-2023 for categ   | ory Video Laryngoscop   |  |  |  |
| 1. 1              | will always be application   | s and Cosmetics Act, 1940 and R<br>ble. This will include all notificat  | ions issued by Cer   | ntral Drugs Standard Conti  |  |  |  |
|                   |  | ), Ministry of Health & Family We<br>P), Ministry of Chemicals & Fertili   |  |   |  |  |  |
| 2                 |  |  |  |   |  |  |  |
|                   | certification, test rep  | . 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 fo all applicable licenses and certifications e.g., validity and authenticity/genuineness of drug license   |  |   |  |  |  |
|                   |  | manufacturer certification/licens  |  |   |  |  |  |
| 3                 | 3. The price offered by  | he seller shall not, in any case e   | xceed the DPCO c   | ontrolled price, if any, fixe   |  |  |  |
|                   |  | Government, the Maximum Retai  |  |   |  |  |  |
|                   | must reduce the prices if there is any reduction in DPCO ceiling price, if any.<br>4. <b>Comprehensive warranty:</b> Comprehensive warranty shall include preventive maintenance   |  |  |   |  |  |  |
| 2                 |  | as per technical/ service /operations  |  |   |  |  |  |
|                   |  | During the warranty period com   |  |   |  |  |  |
|                   |  | ty period, Service personnel shal  |  |   |  |  |  |
|                   |  | chnical/ service /operational ma   |  |   |  |  |  |
|                   |  | the consumables. Further there 7 (days) X 365 (days) basis, with   |  |   |  |  |  |
|                   | the downtime period.   |  | penalty, to extend   | i warranty period by doub   |  |  |  |
| 5                 |  | tails of Service outlets in India to   | render services f  | or equipment to be  |  |  |  |
|                   |  | nsignees with complete address,  |  |   |  |  |  |
|                   |  | It shall be the responsibility of se   |  |   |  |  |  |
|                   |  | to the areas where supplies are be handled.Details of toll-free nu   |  |   |  |  |  |
|                   |  | so to be provided buyer/consign  |  |   |  |  |  |
|                   | 5. Source of supply: I   |  |  | into reasonation course of  |  |  |  |
|                   |  | shall be responsibility of seller t  | o provide Docume   | ents regarding source of  |  |  |  |
|                   | supplied are manutar   | shall be responsibility of seller t<br>opy of Performa invoice or any c  | other documents to   |   |  |  |  |
| -                 |  | shall be responsibility of seller t<br>copy of Performa invoice or any c<br>tured by OEM indicated and sou   | other documents to<br>rced from them.  | o establish that the produ  |  |  |  |
| 7                 | 7. Packing and Marki   | shall be responsibility of seller t<br>copy of Performa invoice or any c<br>tured by OEM indicated and sou<br><b>ng:</b> Medical equipments being ve   | other documents to<br>rced from them.<br>ery delicate and se   | o establish that the produ<br>insitive packing for the  |  |  |  |
| 7                 | 7 Packing and Marking<br>goods should be stro  | shall be responsibility of seller t<br>copy of Performa invoice or any c<br>tured by OEM indicated and sou   | other documents to<br>rced from them.<br>ery delicate and se<br>and transit includio   | o establish that the produ<br>insitive packing for the<br>ng transhipment (if any),   |  |  |  |
| 1                 | <ol> <li>Packing and Marking<br/>goods should be stro<br/>rough handling, open<br/>volumes of the packing</li> </ol>   | shall be responsibility of seller t<br>copy of Performa invoice or any o<br>ctured by OEM indicated and sou<br><b>ng:</b> Medical equipments being ve<br>ng and durable enough to withsta<br>storage etc. without any damag<br>ng cases, remoteness of the final   | other documents to<br>rced from them.<br>ery delicate and se<br>and transit includin<br>e, deterioration et<br>destination of the  | o establish that the produ<br>ensitive packing for the<br>ng transhipment (if any),<br>.cThe size, weights and<br>e goods, availability or  |  |  |  |
| -                 | <ol> <li>Packing and Marking<br/>goods should be stron<br/>rough handling, open<br/>volumes of the packing<br/>otherwise of transport</li> </ol>   | shall be responsibility of seller t<br>copy of Performa invoice or any o<br>ctured by OEM indicated and sou<br><b>ng:</b> Medical equipments being ve<br>ng and durable enough to withsta<br>storage etc. without any damag<br>ng cases, remoteness of the final<br>t and handling facilities at all poi   | other documents to<br>rced from them.<br>ery delicate and se<br>and transit includin<br>e, deterioration et<br>destination of the<br>nts during transit  | o establish that the produ<br>ensitive packing for the<br>ng transhipment (if any),<br>ccThe size, weights and<br>g goods, availability or<br>up to final destination,.   |  |  |  |
| :                 | <ol> <li>Packing and Markin<br/>goods should be stro<br/>rough handling, open<br/>volumes of the packin<br/>otherwise of transpor<br/>Quality of packing, th</li> </ol>  | shall be responsibility of seller t<br>copy of Performa invoice or any o<br>tured by OEM indicated and sou<br><b>ng:</b> Medical equipments being ve<br>ng and durable enough to withsta<br>storage etc. without any damag<br>ng cases, remoteness of the final<br>t and handling facilities at all poi<br>e manner of marking within & ou   | other documents to<br>rced from them.<br>ery delicate and se<br>and transit includin<br>e, deterioration et<br>destination of the<br>nts during transit<br>utside the package  | o establish that the produ<br>ensitive packing for the<br>ng transhipment (if any),<br>ccThe size, weights and<br>goods, availability or<br>up to final destination,.<br>es and provision of  |  |  |  |
| :                 | 7. Packing and Marking<br>goods should be stron<br>rough handling, open<br>volumes of the packing<br>otherwise of transport<br>Quality of packing, the<br>accompanying document  | shall be responsibility of seller t<br>copy of Performa invoice or any o<br>ctured by OEM indicated and sou<br><b>ng:</b> Medical equipments being ve<br>ng and durable enough to withsta<br>storage etc. without any damag<br>ng cases, remoteness of the final<br>t and handling facilities at all poi   | other documents to<br>rced from them.<br>ery delicate and se<br>and transit includin<br>e, deterioration et<br>destination of the<br>nts during transit<br>utside the package<br>ration the type of r  | o establish that the produ<br>ensitive packing for the<br>ing transhipment (if any),<br>icThe size, weights and<br>goods, availability or<br>up to final destination,.<br>es and provision of<br>medical equipments being   |  |  |  |
| :                 | 7. Packing and Markin<br>goods should be stro<br>rough handling, open<br>volumes of the packin<br>otherwise of transpor<br>Quality of packing, th<br>accompanying docun<br>supplied. The access<br>marked on three side  | shall be responsibility of seller t<br>copy of Performa invoice or any o<br>tured by OEM indicated and sound<br>g: Medical equipments being ver-<br>ing and durable enough to withstar<br>storage etc. without any damage<br>ing cases, remoteness of the final<br>t and handling facilities at all point<br>e manner of marking within & out<br>nentation shall take into consider<br>pries shall be suitably labelled and<br>s with indelible paint of proper q  | other documents to<br>rced from them.<br>ery delicate and se<br>and transit includin<br>e, deterioration et<br>destination of the<br>nts during transit<br>itside the package<br>ration the type of n<br>d packed. Each of<br>uality: indicating of  | e establish that the produ<br>ensitive packing for the<br>ing transhipment (if any),<br>icThe size, weights and<br>e goods, availability or<br>up to final destination,.<br>es and provision of<br>medical equipments being<br>the package shall be<br>contract number and date   |  |  |  |
| -                 | 7. Packing and Markin<br>goods should be stro<br>rough handling, open<br>volumes of the packin<br>otherwise of transpor<br>Quality of packing, th<br>accompanying docun<br>supplied. The access<br>marked on three side<br>brief description of good   | shall be responsibility of seller t<br>copy of Performa invoice or any o<br>ctured by OEM indicated and sound<br>rg: Medical equipments being very<br>and durable enough to withsta<br>storage etc. without any damag<br>ng cases, remoteness of the final<br>t and handling facilities at all point<br>e manner of marking within & out<br>nentation shall take into consider<br>pries shall be suitably labelled and<br>s with indelible paint of proper q<br>pods including quantity, Packing   | other documents to<br>rced from them.<br>ery delicate and se<br>and transit includin<br>e, deterioration et<br>destination of the<br>nts during transit<br>itside the package<br>ration the type of n<br>d packed. Each of<br>uality: indicating of  | e establish that the produ<br>ensitive packing for the<br>ing transhipment (if any),<br>icThe size, weights and<br>e goods, availability or<br>up to final destination,.<br>es and provision of<br>medical equipments being<br>the package shall be<br>contract number and date   |  |  |  |
|                   | 7. Packing and Marking<br>goods should be strop<br>rough handling, open<br>volumes of the packing<br>otherwise of transpor<br>Quality of packing, the<br>accompanying docum<br>supplied. The accessing<br>marked on three sides<br>brief description of goods and any other  | shall be responsibility of seller t<br>copy of Performa invoice or any o<br>ctured by OEM indicated and sound<br>g: Medical equipments being very<br>and durable enough to withsta<br>storage etc. without any damag<br>ng cases, remoteness of the final<br>t and handling facilities at all point<br>e manner of marking within & out<br>nentation shall take into consider<br>pries shall be suitably labelled and<br>s with indelible paint of proper q<br>pods including quantity, Packing<br>relevant details.   | other documents to<br>rced from them.<br>ery delicate and se<br>and transit includin<br>e, deterioration et<br>destination of the<br>nts during transit<br>utside the package<br>ration the type of n<br>id packed. Each of<br>uality: indicating of<br>list reference num   | e establish that the produ<br>ensitive packing for the<br>ng transhipment (if any),<br>cThe size, weights and<br>e goods, availability or<br>up to final destination,.<br>es and provision of<br>medical equipments being<br>the package shall be<br>contract number and date<br>ber, country of origin of  |  |  |  |
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- 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.

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

# 1. Generic

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

#### 2. 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.

# 3. Generic

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 7 years residual market life i.e. the offered product shall not be declared end-oflife by the OEM before this period.

#### 4. Warranty

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

#### As per specification

(Upload the undertaking). The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 3% of total CMC value valid up to CMC period plus 2 months (if there is no other claim).

#### 5. 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.

#### 6. Generic

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

## 7. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### SPECIFICATIONS FOR GEM PURCHASE OF REUSABLE VIDEO LARYNGOSCOPE WITH TROLLEY, CA MERA AND MONITOR SCREEN FOR ADULT AND PEDIATRIC USE

**QUANTITY:** TWO ORIGINAL TROLLEYS WITH TWO REUSABLE VIDEO LARYNGOSCOPE SETS; EACH SET HAV ING INTEGRATED LIGHT SOURCE AND CAMERA WITH DIFFERENT SIZES OF BLADES FOR ADULT AND PEDIA TRIC USE(SIZE 3 BLADES 2 IN QUANTITY, HYPER-ANGULATED LARGE BLADES FOR DIFFICULT INTUBATION I N ADULTS 2 IN QUANTITY AND HYPER-ANGULATED SMALL BLADE FOR DIFFICULT INTUBATION IN CHILDREN 1 IN QUANTITY)

#### SYSTEM PARAMETERS:

A. THE LATEST SYSTEM/MAKE/MODEL/VERSION/EDITION OF REUSABLE VIDEO LARYNGOSCOPE, LAUNCHED IN INDIA NOT MORE THAN 5 YEARS BEFORE THE DATE OF DELIVERY TO THE USERS, SHOULD BE SUPPLIED

B) THE BIDDER SHOULD PROVIDE DATA IN A TABULAR FORMAT STATING FOLLOWING DETAILS REGARDING THE BIDDING ITEMS: REUSABLE VIDEO LARYNGOSCOPE: OEM; BRAND/SYSTEM/MAKE/MODEL/ VERSION/EDITION

C) BIDDER SHOULD NOT INCLUDE PRICE BID IN THE TECHNICAL BID.

D) THE BIDDER SHOULD PROVIDE TECHNICAL DETAILS OF THE REUSABLE VIDEO LARYNGOSCOPE, PREFER ABLY AS A PRODUCT BROCHURE.

E) BIDDER SHOULD DEMONSTRATE THE PRODUCT IF REQUESTED BY THE INSTITUTE.

#### **SAFETY PARAMETERS:**

• IT SHOULD BE A MEDICAL-GRADE PRODUCT AND SHOULD MEET ELECTROMAGNETIC AND ELECT RICAL COMPATIBILITY WITH ESTABLISHED SAFETY STANDARDS.

- IT SHOULD BE COMPATIBLE WITH ELECTRO-CAUTERY
- IT SHOULD HAVE CLASS-1 ELECTRIC SHOCK PROTECTION
- ELECTRIC POWER UTILITY SHOULD BE COMPATIBLE WITH HOSPITAL ELECTRICAL POWER SUPPLY (POWER CAPABLE OPERATING ON 220V, 50HZ AC)
- FLUID PROTECTIVE CAP
- SPLASH-PROOF
- SHOCK-RESISTANT ABS PLASTIC HOUSING
- CAPABLE OF REPROCESSING UP TO 93 DEGREE CELSIUS.

# VIDEO LARYNGOSCOPE::

- THE VIDEO LARYNGOSCOPE SHOULD BE REUSABLE IN MULTIPLE PATIENTS.
- IT SHOULD FACILITATE INSERTION OF ALL SIZES OF ENDOTRACHEAL TUBES

• PARTS SHOULD BE EASY TO CLEAN AND IMMERSIBLE IN LIQUID STERILIZATION SOLUTIONWITHO UT DAMAGE.

• ALL IMAGES AND VIDEOS SHOULD BE RECORDED ON A DATA CARD. ONE SPARE USB HARD DRIV E FOR BACKUP TO BE PROVIDED

# LARYNGOSCOPE BLADES:

• REUSABLE MACINTOSH TYPE OF BLADESARE REQUIRED. ONE VIDEO LARYNGOSCOPE SET SHOUL D HAVE SIZE 3 MACINTOSH BLADE AND A HYPER-ANGULATED LARGE BLADE FOR DIFFICULT INTUBATION I N ADULTS. OTHER VIDEO LARYNGOSCOPE SET SHOULD HAVE SIZE 3 MACINTOSH BLADE, A HYPER-ANGUL ATED LARGE BLADE FOR MANAGING DIFFICULT INTUBATION IN ADULTS AND A HYPER-ANGULATED SMALL BLADE FOR MANAGING DIFFICULT INTUBATION IN CHILDREN.

• SIZE 3 MACINTOSH BLADE SHOULD HAVE WORKING LENGTH 104 MM OR MORE AND WIDTH OF HANDLE 25 MM OR MORE AND WIDTH AT DISTAL 18 MM OR MORE. THE HYPER-ANGULATED LARGE BLADE FOR ADULTS SHOULD HAVE WORKING LENGTH109 MM OR MORE, HANDLE WIDTH 28 MM OR MORE AND WIDTH AT DISTAL END19 MM OR MORE. THE HYPER-ANGULATED BLADE FOR PEDIATRIC DIFFICULT INTUBA TION SHOULD HAVE WORKING LENGTH 76 MM OR MORE, WIDTH OF THE HANDLE 22 MM OR MOREAND WI DTH AT THE DISTAL END 13 MM OR MORE.

• ALL BLADES SHOULD BE CONNECTED TO THE MONITOR USING SAME CABLE, CAMERA AND LIGH T SOURCE.

BLADES SHOULD BE MADE OF MEDICAL GRADE STAINLESS STEEL

• CABLE CONNECTING BLADES WITH THE MONITOR SHOULD BE AT LEAST 200 CM IN LENGTH

# LIGHT SOURCE:

• IT SHOULD BE INCORPORATED IN THE MONITOR SCREEN AND CAMERA ASSEMBLY.

• THE LIGHT SHOULD BE WHITE, COLD LED LIGHT COMPATIBLE WITH SCOPE WITH ADJUSTABLE IN TENSITY AND LIFE OF AT LEAST 500 HOURS

• IT SHOULD ALSO HAVE A RECHARGEABLE BATTERY BACKUP WITH RECHARGER SUPPLIED ALONG WITH THE SET. IT SHOULD DISPLAY BATTERY CHARGING STATUS AND INDICATOR FOR AC POWER SUPPLY ON/OFF AND LOW-BATTERY ALERT.

# CAMERA:

- IT SHOULD BE A HIGH-RESOLUTION CAMERA HAVING CMOS TECHNOLOGY.
- RESOLUTION OF CAMERA WITH ANTIFOG LENS:2.0 MEGA PIXELS OR MORE WITH LUX OF 800 OR
  MORE
- DISPLAY ANTI-SHATTER PROTECTION: TFT
- THERE SHOULD BE NO OPTICAL FIBER BUNDLES.

• FOCUSING SHOULD BE PERFORMED AUTOMATICALLY BY THE CAMERA; OTHERWISE, A FOCUSING MECHANISM SHOULD BE PROVIDED. THERE SHOULD BE LESS THAN20 MSEC TIME LAG BETWEEN THE REAL -TIME VIDEO LARYNGOSCOPYIMAGE ACQUISITION AND DISPLAY.

- IT SHOULD DISPLAY CLEAR AND CRISP COLOUR IMAGES.
- IT SHOULD CAUSE NO OR MINIMUM HEATING OF THE TISSUES.

# **MONITOR SCREEN:**

• MONITORING SCREEN:TFT MONITORING SCREEN SHOULD RUN ON A RECHARGEABLE LITHIUM IO NBATTERY HAVING BACK UP OF THREE HOURS OR MORE AND ALSO PROVISION TO CHARGE FROM WALL A C OUTLET.

- SIZE OF DISPLAY (IN INCHES): 7 INCHES OR MORE
- MINIMUM VIEWING ANGLE: 160 DEGREES
- RESOLUTION: 1280 X 800 PIXEL OR MORE RESOLUTION
- MONITOR SHOULD HAVE HDMI OUTPUT TO CONNECT EXTERNAL MONITOR AND A USB PORT.
- MONITORING SCREEN SHOULD BE FIRMLY MOUNTABLE ON THE VIDEO LARYNGOSCOPETROLLEY.

• IT SHOULD HAVE CONTROLS TO ADJUST THE IMAGE QUALITY SUCH AS GAIN, CONTRAST AND CO LOUR INTENSITY. THERE SHOULD BE KNOBS OR SOFTKEYS TO RECORD THE VIDEO LARYNGOSCOPY IMAGI NG AS STILL IMAGES AND VIDEO LOOPS. IT SHOULD DISPLAY FULL FRAME 4:3 IMAGING, REPLACING THE C IRCULAR DISPLAY WINDOWS.

• MONITOR SHOULD HAVE A FACILITY TO CONNECT LARYNGOSCOPE DIRECTLY WITHOUT ANY SPE CIAL COUPLER OR ACCESSORY.

• INTEGRATED RECORDING OF VIDEO & STILL IMAGES IN REAL-TIME SHOULD BE POSSIBLE ON DAT A CARD OR USB DRIVE IN JPEG AND MPEG FORMAT WHICH CAN BE EASILY TRANSFERRED TO THE COMPUT ER/LAPTOP THROUGH USB FLASH DRIVE.COMPATIBLE SOFTWARE FOR VISUALIZING STILL IMAGES AND VID EO LOOPS ON A LAPTOP SHOULD BE PROVIDED IF NECESSARY.

DOCUMENTATION AND TRANSFER OF IMAGES VIA INNOVATIVE FUNCTIONAL BUTTON

#### TROLLEY:

• MOVABLE TROLLEY SHOULD BE PROVIDED FROM SAME MANUFACTURER WITH HEIGHT APPROXI MATELY 100-120 CM, ROLLABLE WITH FOUR OR MORE LEGS AND ANTISTATIC CASTOR.

• IT SHOULD HAVE APPROPRIATE PROVISIONS/FITTINGS/SLOTSTO STORE THE NECESSARY CABLES AND OTHER PARTS.

• THE TROLLEY SHOULD BE EASY TO CLEAN.

#### **ACCESSORIES:**

FOLLOWING ACCESSORIES SHOULD BE PROVIDED.

- LIQUID STERILIZATION TUB FOR STERILIZING THE VIDEO LARYNGOSCOPE
- A COVER TO PROTECT THE MONITOR SCREEN WHEN THE MONITOR IS NOT IN USE

• A CASE WITH APPROPRIATE SLOTS FOR STORING THE CLEANED VIDEO LARYNGOSCOPE AND OTH ER PARTS.

• A CASE FOR STORING LIGHT SOURCE, SCREENAND BLADES

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|---|--|
| А | Bidders are advised to quote prices as per technical specification. However detailed breakup of quoted prices should be provided in <b>Price For</b><br><b>mat - A</b> uploaded in the prescribed place (Financial Document Required) on online GeM portal. The prices quoted in the prescribed field on G<br>eM portal will be considered for ranking purpose. Total price quoted in Price Format - A must match with the price quoted in GeM portal.   |
| В | The Bidders are advised to quote price of Spare parts, Consumables in the <b>attached format "B" and "C"</b> accordingly and uploaded the sa me in the prescribed place (Financial Document Required) on online GeM portal. The equipment should be supported with spares for a minim um period of 10 years after successful installation and commissioning." All the spares and consumables required for the equipment should b e made available through GeM throughout the agreed supporting period".  |
| с | The three years warranty sought for is OEM/bidder free warranty without any additional cost towards extended warranty to fulfil the tender co<br>ndition. The charges, if any, claimed by the bidder towards warranty in this regard and included in the product cost in Price <b>Format -A</b> should<br>be mentioned in the price <b>format D</b> also, and uploaded the same in the prescribed place (Financial Document Required). This warranty charg<br>es shall not be considered for calculating actual CAMC value to be payable after warranty period. Where the total cost does not include such<br>warranty charges, the bidder shall submit a declaration- "Certify that the Equipment/accessories quoted in the bid is having OEM/bidder free<br>warranty of three years and the total cost quoted in the bid does not include any warranty charges to fulfil the tender condition of three year<br>warranty". This declaration shall be furnished along with the <b>Technical bid</b> in <b>format H</b> . False declaration may lead to rejection of bid. In the<br>case of agents quoting on behalf of their foreign principal, proforma invoice from the OEM (Foreign principal company) indicating the nature o<br>f after sale service including warranty condition and commission payable to the Indian agent shall be furnished along with the <b>Price bid</b> . |

| D | As per the Institutes general policy, the maximum CAMC charges after warranty period will be 5% of the cost of the equipment. However the bidders can quote CAMC charges in the range of 3 to 10 % of the cost of equipment, depending on the nature of equipment to be maintained. The CAMC charges shall be quoted in percentage rate in GeM bid and escalation in CAMC charges shall be allowed at maximum 5% after ever y three years of CAMC. This CAMC charges at Net Present Value shall be taken into account for arriving the lowest responsive bidder. The act ual CAMC value to be payable after warranty period shall be separately worked out based on the "Cost of the equipment for CAMC calculation " and shall be furnished in "Format -E" and uploaded the same in the prescribed place (Financial Document Required). The year wise rate pe rcentage of CAMC quoted in the bid for L1 evaluation should be used for calculating the actual CAMC value. The "cost of the equipment for C AMC calculation" shall not include additional warranty cost (if any), cost towards Installation, Commissioning and Testing (in addition to the or iginal equipment cost of the OEM), cost of transportation, including import customs duty, Agency commission, any specific excluded items fr om CAMC as per the tender condition and GST included in the product cost quoted. The cost of the equipment for CAMC calculation shall be mandatorily furnished in <b>format D</b> . |
|---|--|
| E | The warranty and CAMC condition as given above should be applicable for the third party items, if any supplied. The successful bidder shall f urnish the agreement executed in this regard with the third parties as and when called for. The genuineness of price quoted for the equipme nt / accessories are very important and this price shall not be loaded with any other cost. A declaration in this regards shall be furnished alon g with technical bid in <b>format H</b>  |
| F | The successful bidder shall enter into CAMC 3 (three) months prior to the completion of warranty period. The CAMC will commence after the date of expiry of warranty period from the date specified in the work order and as per the terms and conditions issued in this regard, which w ill be treated as the first year of CAMC. This tender will form part of the CAMC work order.  |

#### Penalty clause:

П.

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G

#### 1. Delay in Delivery:

If the supplier fails to deliver or install/commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the Purchase Order, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed suppl y of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price e. Once the maximum is reached Purchaser may consider termination of the contract.

If any delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:

- I. Imposition of liquidated damages,
- II. Forfeiture of its Performance Security and
- III. Termination of the Contract for default

#### 2. Performance (during Warranty period)

Supplier should ensure uninterrupted service delivery of the equipment or product during the warranty period. In this regard follo wing conditions also may be noted:

- I. In case of failure of equipment or its components, breakdown call has to be attended within 48 hours of intimation.
  - The defect should be rectified within two days after the call is attended, failing which replacement or standby equipment shoul d be provided for uninterrupted services.
    - In case of non-adherence to clause (a) or (b) above, downtime penalty will be realised a sum equivalent either the repairing ch arges met by the Institute to set right the equipment or 0.5 percent per day of cost of the equipment, whichever is hig her, from the date of report of breakdown by way of deductions from SD/Performance Bank Guarantee.
      - IV. The time spent on the repair work will be added to the warranty period of the equipment.

#### 3. Performance (during CMC/AMC period):

i. Uptime means 95 percent of total days in a year during which the equipment remains functional.

- II. Down time means any shortage in achieving the up-time
- III. Down time penalty will be levied as per following terms and condition:
- IV. In the case of CMC, it shall be the responsibility of the service provider to set right the equipment and avoid down ti me. Down time penalty will be imposed @ 0.5 percent of contract value per day from the service provider.
- V. In case auxiliary units/components attached to the main equipment undergoes failure and the main equipment provi des uninterrupted services, down time penalty will be imposed @ 0.1 percent of contract value per day per auxil iary unit from the service provider.
- VI. Service provider should ensure rectification of defect of equipment within a reasonable period in the case of Labour Annual Maintenance Contract. In case break down is not attended within 48 hours of intimation, down time pena Ity will be imposed @ 0.5 percent per day of contract value from the service provider.

#### Qualification criteria

I

H bidder must be a manufacturer or their authorized agents having a place of business in any state of India are eligible to participate in this bid. The bidders should submit "Manufacturer's Authorization Form" for each items quoted and shall be submitted along with technical bid, as per the format enclosed in the bid document (**Format "F"**).

MII declaration should be furnished in the attached format along with bid document "Format G". The declaration shall be certified by the s

Bidders may please be read as uptime warranty as 95 % instead of 98 % as per bid terms and conditions.

| J | SCTIMST reserves the right to ask for a free demonstration of the quoted equipment/ items after giving reasonable time to the bidder at a pre<br>-determined place acceptable to the purchaser or at a site (in case of non-portable and heavy equipment) for evaluating the technical compat<br>ibility as per the bidding document specifications, professionalism and quality of work of the bidder for technically qualifying for opening the<br>Price Bid. SCTIMST reserves the right to accept/ reject the bid based on the product/ site evaluation as stated above. |
|---|---|
| к | List of documents to be attached along with bid.<br>Technical Bid - Format F, G and H<br>Price bid - Format A, B, C, D and E  |
| L | On-site installation required.  |

#### 8. Buyer Added Bid Specific ATC

Buyer uploaded ATC document <u>Click here to view the file</u>.

### 9. Generic

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

#### 10. 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

DIRECTOR, SCTIMST payable at THIRUVANANTHAPURAM

. 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.

#### 11. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

#### DIRECTOR, SCTIMST

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

#### 12. 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.

## 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. Forms of EMD and PBG

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

DIRECTOR, SCTIMST payable at THIRUVANANTHAPURAM

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.

#### 15. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

# 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 <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.

14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

# **Additional Clause For Comprehensive Maintenance Charges**

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

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

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

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

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

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

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

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

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

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

CMC charges for 2nd year after warranty period- Percentage to be indicated-  $\ensuremath{\mathsf{A2}}$ 

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

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

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

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

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

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

(i) Number of years for which CMC required.

(ii) Number of years of product warranty

The formula for calculating total cost including CMC charges shall be as under: Total Cost for evaluation=

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

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

If 2 year warranty specified, n shall be2 and if 5 year warranty specified, n shall be 5. A1, A2, A3, A4&

A5shall depend on how many years CMC selected. For3 yearCMC, only A1,A2 and A3 factors are to be taken into account and A4 and A5 will not be applicable.

8.4.CMC charges offered for each subsequent year should be same or higher than preceding year.8.5.The CMC charges shall be offered within range of 3 to 10% of cost of equipment.

9.Since CMC charges are to be paid only later for each year during CMC period, applicable performance guarantee amount after placement of contract shall be based on the cost of equipment excluding the cost of CMC Charges.

10.Performance bank guarantee applicable for CMC is to be submitted at start of the CMC and shall be applicable between 2.5% to 10% as specified in bid on total CMC Charges.The PBG submitted after award of contract shall be released only after new PBG for the CMC period is submitted and accepted by buyer/consignee after due verification.Bank guarantee for CMC is to remain valid till completion of CMC period plus one year. The bank guarantee for CMC shall be submitted to buyer directly. In case, seller fails to submit the PBG or does not provide services for the CMC contract after expiry of warranty period then PBG of equipment shall be forfeited. 11.In case of splitting of order quantity, equipment cost and CMC charges offered by L1 bidder shall be matched by higher quoting eligible bidders on one-to-one basis.The equipment cost and CMC charges (year to year) shall be matched individually.

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

13.CMC Charges are inclusive of all the charges for Transportation, Lodging, Boarding, all insurances including third party insurance and all other incidental charges. The same shall include GST. The prices also include cost of spares and damaged parts. Purchaser does not have any liability, whatsoever, over and above the cost of CMC. It also includes for arranging hand tools & tackles, special tools etc. required to carry out the work.

This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी 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 के बिडर से खरीद पर प्रतिबंध के संबंध 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 का इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कान्ट्रन के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---