बिड संख्या/Bid Number: GEM/2026/B/8130150
दिनांक /Dated: 21-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	20-11-2026 18:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	21-11-2026 18:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Defence
विभाग का नाम/Department Name	Department Of Defence
संगठन का नाम/Organisation Name	Dg Armed Forces Medical Service
कार्यालय का नाम/Office Name	**********
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :gokulakrishnan.parth@navy.gov.in Buyer Email id: abhishekrai.235m@gov.in
कुल मात्रा/Total Quantity	10
वस्तु श्रेणी /Item Category	Intracorporeal Lithotripsy Machine (Q2)
पिछले 3 वितीय वर्षों का बिडर का न्यूनतम औसत वार्षिक वित्तीय टर्नओवर/Minimum Average Annual Turnover of the bidder (For the last 3 Financial Years)	200 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	1050 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	10
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
विगत प्रदर्शन /Past Performance	10 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
व्यापक रखरखाव शुल्क आवश्यक / Comprehensive Maintenance Charges Required	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	10 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Stage-wise Inspection
Name of the Empanelled Inspection Agency/ Authority	Board of Officers
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation

बिड विवरण/Bid Details	
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	2100000

ईपीबीजी विवरण /ePBG Detail

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

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

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

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

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers availabele upto price within L1+X%	20

मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	No, we have got exemption from competent authority as defined in Dept of Expenditure OM dated 28.5.2020 : DOE Order (as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

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

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
3. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Preference to Make In India products (For bids > 200 Crore) (can also be used in Bids < 200 Crore but only after exemption by competent authority as defined in Deptt of Expenditure OM dated 28.5.2020): 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. 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 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

5. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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. 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 in case of product bids, whereas in case of services the eligibility is automatically validated. 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.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
7. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 10% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.
8. **Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives**

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

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

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

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

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

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

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

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

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

9. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

i. If number of technically qualified bidders are only 2 or 3.
ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Intracorporeal Lithotripsy Machine (10 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
PRODUCT INFORMATION	**User Mode**	Ballistic/ Pneumatic, Ultrasonic, Ultrasonic & Pneumatic/ Ballistic
	Operating Mode	Single Pulse, Multiple Pulse
Warranty	**Standard Warranty for all parts (in years)**	1, 2, 3, 4, 5 **(year)**

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

व्यापक रखरखाव / **Comprehensive Maintenance**	
Warranty of required product	5 Year
Comprehensive Maintenance Duration (Post Warranty)	5 Year

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

Additional Specification Parameters - Intracorporeal Lithotripsy Machine (10 pieces)

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

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

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	**********	**********South West delhi	1	120
2	**********	**********South West delhi	1	120
3	**********	**********Lucknow	1	120
4	**********	**********Kolkata	1	120
5	**********	**********Pune	1	120
6	**********	**********Panchkula	1	120
7	**********	**********Udhampur	1	120
8	**********	**********Bangalore	1	120

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
9	**********	**********Jalandhar	1	120
10	**********	**********Mumbai	1	120

Special terms and conditions-Version:2 effective from 20-09-2023 for category Intracorporeal Lithotripsy Machine

1. 1. All Provisions of Drugs and Cosmetics Act, 1940 and Rules (including Medical Device Rule 2017) made there under as amended till date will always be applicable. This will include all notifications issued by Central Drugs Standard Control Organization (CDSCO), Ministry of Health & Family Welfare (MoHFW) and Department of Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers time to time in this regard.
   2. The sellers are registered on GeM based on the submission of valid Drug License and self declaration of product certification, test reports etc. However, buyers must check and validate the details at their end for all applicable licenses and certifications e.g., validity and authenticity/genuineness of drug license, product certification, manufacturer certification/licenses, test reports etc.
   3. In case of authorized resellers/distributors, it will be the legal & regulatory liability of the manufacturer to ensure that their resellers/distributors are operating in compliance with all relevant laws and regulations and are properly licensed to sell the manufacturer's products, including verifying the validity and authenticity of drug license held by them.
   4. The price offered by the seller/bidder shall not, in any case exceed the DPCO/NPPA controlled price or price fixed by State Government, if any. The seller must reduce the prices if there is any reduction in DPCO/NPPA ceiling price or price fixed by State Government, if any.
   5. Any other Terms and Conditions which is not included or at variance with the conditions specified in STC/GTC, may be added by the buyer through Additional Terms and Conditions (ATC) in the bid to ensure items are procured from authentic/validated source with appropriate and applicable quality. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede specific STC which shall supersede General Terms and Conditions (“GTC”), whenever there are any conflicting provisions.
   6. **Comprehensive warranty:** Comprehensive warranty shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares. During the warranty period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months. warranty shall not be including the consumables. Further there will be 98% uptime warranty during warranty period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend warranty period by double the downtime period.
   7. **Service centres:** Details of Service outlets in India to render services for equipment to be furnished to buyer/consignees with complete address, telephone numbers, e mails etc at time of making the supplies. It shall be the responsibility of seller to ensure that authorized service centres are available to cater to the areas where supplies are made within reasonable distance from where the service calls can be handled. Details of toll-free numbers for service call and online registration of service requests also to be provided buyer/consignee at the time of supplies.
   8. **Source of supply:** It shall be responsibility of seller to provide Documents regarding source of equipments such as copy of Performa invoice or any other documents to establish that the products supplied are manufactured by OEM indicated and sourced from them.
   9. **Packing and Marking:** Medical equipments being very delicate and sensitive packing for the goods should be strong and durable enough to withstand transit including transhipment (if any), rough handling, open storage etc. without any damage, deterioration etc. .The size, weights and volumes of the packing cases, remoteness of the final destination of the goods, availability or otherwise of transport and handling facilities at all points during transit up to final destination,. Quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall take into consideration the type of medical equipments being supplied. The accessories shall be suitably labelled and packed. Each of the package shall be marked on three sides with indelible paint of proper quality: indicating contract number and date, brief description of goods including quantity, Packing list reference number, country of origin of goods and any other relevant details.

10. **Spare Parts:** Seller shall provide materials, information etc. pertaining to spare parts manufactured and supplied by the OEM. It shall be ensured that the required spares are available for purchase at least for 10 years from date of supplies. In case due to any reasons the production of the spare parts is discontinued sufficient advance notice should be given to the buyer/consignee before such discontinuation to provide adequate time to purchase the required spare parts etc. Further, OEM and their service centres/dealers shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the equipments so that the same are available. OEM or reseller shall always accord most favoured client status to the buyer/consignee and shall give the most competitive price for spares and consumables of its machines/equipments supplied.
11. **Installation, Training, Manuals:** Seller shall be responsible to carry out Installation & commissioning, Supervision and Demonstration of the goods. They shall provide required jigs and tools for assembly, minor civil works for the completion of the installation and Training of Consignee's representatives for operating and maintaining the equipment and supplying required number of operation & maintenance manual for the goods. In case the category parameters are specifying any requirements regarding the installations, training and manuals the same shall also be applicable.
12. **Electrical safety checking:** Sellers are required to make sure that they furnish the list of equipments for carrying out routine and preventive maintenance to buyer/consignee .They should make sure to periodically check the electrical safety aspects as per BIS Safety Standards or equivalent .In case they do not have required equipment for such testing should ensure that the equipments checked for electrical safety compliance through labs with facilities for such checking during every preventive maintenance call.
13. **Software:** All software updates should be provided free of cost during warranty period.

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

1. **Generic**

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

2. **Generic**

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

3. **Generic**

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

   a. Copy of PAN Card.

   b. Copy of GSTIN.

   c. Copy of Cancelled Cheque.

   d. Copy of EFT Mandate duly certified by Bank.

4. **Generic**

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

5. **Generic**

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

6. **Generic**

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

7. **Generic**

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

8. **Generic**

   OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 50% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity ÷ Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

9. **Generic**

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

   .

10. **Generic**

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

11. **OEM**

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

12. **Inspection**

    Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:
    Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

    Board of Officers

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

13. **Scope of Supply**

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

14. **Certificates**

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

15. **Turnover**

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

16. **Turnover**

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

17. **Service & Support**

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

18. **Service & Support**

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

19. **Warranty**

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

Warranty/CAMC cost will cover the complete equipment. List of parts/ components not covered under warr anty/ CAMC will be submitted by the seller along with the bid. The CAMC charges will be paid by the consi gnee unit.
(Upload the undertaking). The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 3% of total CMC value valid up to CMC period plus 2 months (if there is no other claim).

20. **Warranty**

Warranty period of the supplied products shall be 5 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

21. **Warranty**

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

22. **Generic**

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

23. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

BBQR- DUAL ENERGY (PNEUMATIC AND ULTRASOUND) INTRACOR PORAL LITHOTRIPSY MACHINE

1. The Duel Energy (Pneumatic and Ultrasound) Intracorporal Lithotripsy M achine should have a technology to simultaneously produce, at the probe t ip, a constant ultrasonic wave energy and intermittent shockwave (Pneum atic/ Mechanical) for stone fragmentation.

2. The machine should be able to deliver:

a. Pneumatic energy – with a maximum frequency of 12 Hz or more for fas t coarse fragmentation.

b. Ultrasonic energy- with single pulse frequency of 21-26 Khz or more for f ine fragmentation and pulverization.

c. Simultaneous use of both energies for multiplied action.

3. Should have separate hand pieces and probes for ballistic and ultrasoun d devices, when they are being used separately.

4. Should also have facility to integrate both probes when using both the e nergies simultaneously.

5. Pneumatic hand piece should be light in weight with good ergonomics f or better control. It should have a reduced probe displacement for greater fragmentation control. The probe should be water tight to prevent moistur e entering inside.

6. Facility to integrate the pneumatic hand piece to the suction equipment should be provided.

7. Ultrasound hand piece should be water tight and allow for faster stone c learance by transportation through dedicated suction connectors. It should be light weight and ergonomically designed, ultrasound probes should hav e hole in the distal tip to prevent mucosal suction into the probe.

8. Should be able to fragment and aspirate all stone sizes, shapes and com positions at a fast speed.

9. Medical grade compressor should be supplied along with the equipment which should be able to withstand pressures from 3.5 to 5 Bar.

10. The machine should be able to deliver energies at variable settings which should be adjustable and should be provided with the display.

11. Should have facility to connect the unit to hospital’s compressed air su pply.

12. Should be supplied with a dual pedal footswitch to operate either one energy or both energy sources.

13. Should be compatible for gas, glutaraldehyde sterilization and for auto claving.

14. Precisely adjustable suction pump for all suction requirements of lithotr ipsy procedures to the supplied along with, from the same OEM.

15. Facility to collect the stone fragments, should be integrated with the su ction.

16. System should be USFDA/European CE certified /BIS.

17. Should have ‘’satisfactory working’’ report from the user from reputed Government institutions in India where same model, as quoted in the curr ent tender, is supplied. Bidders to attach other copies with installation rep ort & latest performance certificates issued by the users.

18. Should be supplied with an all in one trolley/cart, from the same manuf acturer, which should be able to house the entire equipment ergonomicall

y.

19. Should be supplied with the following accessories:

S. No	Description	Qty
1	Pneumatic probe 0.8 mm diam, length 350-410 mm	2
2	Pneumatic probe 0.8 mm diam, length 450-610 mm	2
3	Pneumatic probe 1.0 mm diam, length 450-600 mm	2
4	Pneumatic probe 1.0 mm diam, length 500-625 mm	2
5	Pneumatic probe 1.2 to 1.3 mm diam, length 400-450 mm	2
6	Pneumatic probe 1.6 mm diam, length 400-500 mm	2
7	Pneumatic probe 2.0 mm diam, length 400-450 mm	2
8	Ultrsound probe 3.3 mm diam, length 350-410 mm	2
9	Ultrasound probe 3.8 mm diam, length 350-410 mm	2
10	Sterilization Tray 700 x 120 x 75 mm, autoclavable	1
11	Sterilization Tray 500 x 200 x 60 mm, autoclavable	1

FOLLOWING DOCUMENTS ARE REQUIRED TO BE UPLOADED FAILIN G WHICH THE BID WILL BE REJECTED

S. NoClause Details Remarks

01	Make in India Content	Self-Declaration of Make In India component of 20% and above, if available up to value of 10Cr. In case for value in excess of 10Cr Class-I/Class-II local supplier, certificate from statutory auditor or chartered accountant is required giving the percentage of local content in prescribed format as per guidelines promulgated by GOI, Ministry of Commerce and Industry, Department of Promotion Promotion of Industries and Internal Trade (Public Procurement Section) order No. P-45021/2/2017-PP (BE-11)-Part(4)Vol.II	The certificate should necessarily contain the following (i) Percentage of Indigenous content (ii) Details / Breakdown of Indigenous component Location at which local content is added /value addition is made. This equipment is exempted under Office Memorandum No F 4/1//2023-PPD(pt) of Ministry of Finance, Department of Expenditure, Procurement Policy Division dated the 17-Feb-2025 regarding 'Relaxation for procurement of certain items through Global Tender Enquiry (GTE) -reg. Equipment features at S. No- 244 of the Office Memorandum.
02	OEM Authorization	Manufacturing Agency Agreement from OEM covering the warranty period and CAMC period	The OEM should give undertaking that that they will provide after sales service (including spare parts) throughout the period of warranty and CAMC, through the bidder or themselves

03	Past Performance	The Bidder or its OEM {themselves or through re-seller (s)} will provide copy of supply orders showing that he has supplied same or similar Category products for 10 % (Qty-01) of bid quantity, in at least one of the last three Financial years or current year.	The supply order should be (i) Either from Central/ State govt organisation / PSU/ Public listed company or (ii) From Tertiary Care Centre or organization having 10 or more diagnostic labs .In this case bidder will also attach a performance certificate. Duly signed by the seller and the procuring organization.
04	Turnover	(i) OEM Turnover Certificate (ii) Bidder Turnover Certificate	(i) Both the certificates should be signed by the CA (ii) The Turnover for the F.Y. 2022-23, 2023-24 and 2024-25 shall be given
05	Experience criteria	To be submitted by OEM/reseller/ dealer	The OEM/ reseller / dealer should have market presence for minimum 3 year. The OEM/bidder will submit at least one supply order (at least 3 year old from date of tender opening) of same or similar medical product placed in favour of the reseller / dealer.

06	Purchase preference		In line with the Annual Turnover (ATO) requirement projected in page 01 of the bid and exemption specified in page 1/2, purchase preference to Micro and Small Enterprises (MSEs) and Class-I Local Suppliers under Make in India (MII) policy shall be strictly applied on bidders/ OEMs qualified as per ATO stated in bid document. Keeping in view the critical nature of equipment being used in healthcare and life saving nature, no relaxation or waiver shall be granted in respect of the minimum Average Annual Financial Turnover criteria to any bidder/OEM, including MSEs and startups including purchase preference. Meeting the minimum average annual financial turnover requirement is a mandatory technical pre-qualification requirement. Bids failing to meet the specified turnover criteria will be summarily rejected at the technical evaluation stage, and will not progress to the price-matching or purchase preference stage.
07	Bid Security Declaration	To be submitted by the bidder (OEM/reseller/dealer)	The Bid Security declaration is to be prepared in original on Rs. 100/- Stamp Paper and the scanned copy of the same will be uploaded on the GeM Portal.

08	Technical Evaluation	Product Demonstration	Bidder should agree for Product demonstration at own cost at the time of technical evaluation, if requested by Technical Evaluation Committee.
09	Downtime Clause	LD Against Downtime	Serviceability of 95% per year is to be ensured. This amounts to total maximum downtime of 18 days per year. Also downtime should not exceed 05 days at one time. Required spares to attain this serviceability may be stored at site by the seller at his own cost. Total down time would be calculated at the end of the year. If downtime exceed permitted downtime, the seller has to provide extended warranty to the consignee hospital/ buyer by doubling the duration of downtime period and PBG validity will be extended accordingly. Record of the down time would be maintained by the user in the logbook.
10	MSE and Start up Exemption for Years of Experience and Turnover	No	This being a procurement of highly sophisticated medical eqpt related to patient care, no representaion on consideraion for exemption in this regard will be entertained.

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

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

The seller is required to be registered mandatorily with CDSCO as per Medical Device R

ule-2017 under relevant category for manufacturing/ importing/ selling the offered pro duct. The registration licence/ certificate is to be submitted along with the bid docume nts.

Force Majeure:

If at any time during the continuance of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by the reasons of any wa r, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion , quarantine restrictions, strikes, lockouts or act of God provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the C ontract nor shall either party have any claim for damages against the other in respect of such non -performance or the delay in performance, and deliveries under the contract shall be resumed as s oon as practicable after such event has come to an end or ceased to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not, shall be final and conclusive, Provided further that if the performance in whole or part of any obligation under this contract is pr evented or delayed by reason of any such event for a period exceeding 10 days, either party may at its option terminate the contract provided also that the purchaser shall be at liberty to take over from the Seller at a price to be fixed by Purchaser, which shall be final, all unused, undamaged and accepted material, bought out components and stores in course of manufacture in the posses sion of the Seller at the time of such termination or such portion thereof as the Purchaser may dee m fit excepting such materials, bought out components and stores as the Seller may with the conc urrence of the Purchaser elect to retain.

B. FOLLOWING DOCUMENTS ARE ALSO REQUIRED TO BE UPLOADED

(i) **Undertaking** : Bidder to upload undertaking for Bidder Financial Standing stating bidder shoul d not be under liquidations, court receivership or similar proceedings

(ii) Clause by Clause compliance of technical specifications/QRs.

(iii) Technical literature from OEM.

(iv) Copy of PAN.

(v) Copy of GSTIN.

(vi) Copy of Cancelled Cheque.

(vii) Copy of EFT mandate duly certified by bank.

C. PLEASE NOTE

(i) **Clarification / Representation**

(a) IN CASE OF NORMAL BIDS

The bid clarification date will be till 5 working days after publication of the Tend er. No representations will be accepted after this date. Only representation rece ived on GeM portal within 5 working days of publication of tender will be consid ered. Representations received outside GeM, through e mail will not be consider ed.

(b) IN CASE OF CUSTOM BID

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

through email ***(fmgt24.ce@nic.in).***

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

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

NO REPRESENTATIONS FOR CHANGES IN THE COMPOSITION/DATE/VENUE OF T HE TECHNICAL EVALUATION COMMITTEE AND CONDITIONS OF PRODUCT DEMO NSTRATION WILL BE ACCEPTED. TIME ALLOWED FOR TECHNICAL CLARIFICATIO NS DURING THE TECHNICAL EVALUATION IS 02 DAYS .

(iii). **CAMC**

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

NOTE

1. As per GeM Bid, terms and conditions, Past Performance has to be determine d on basis of supply order of Central/ State Govt Organization/ PSU/ Public listed company.

2. Bidders not having these orders may also furnish supply order of same/ similar category of product supplied to Tertiary Care Centre run by charitable / Registered society or organization having 10 or more diagnostic labs. (Draft per formance certificate has been attached which must be signed by the seller and procuring tertiary care center/lab and uploaded along with bid documents, as pr oof of supply .

DRAFT PERFORMANCE CERTIFICATE

1. **Reference: -** DGAFMS tender No_____dated_____.
2. **Subject: -** Performance Certificate for (name of item).
3. Issuing Department/Organization:-
4. **Nature of Organization**(Pl tick whichever is applicable):-

a. Tertiary Care Centres

b. Unit run by Pvt Company

c. Trust or Society

d. Diagnostic Lab

5. Additional details:-

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

Confirmation by Specialist/MS

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

Signatures_____

Name: _____

Specialization: _____

Only in case of non-government entity issuing the certificate

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

OR

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

BID SECURITY DECLARATION

Date: GeM BiD ID :

1. I/We M/s _____ hereby undertake to submit Bid Security Declaration ac cepting that I/We shall abide with the terms and conditions of the bid published on GeM portal.

2. I/We M/s_____ understand that necessary punitive action may be initiated a gainst our firm including banning from DGAFMS tenders for a period of upto 03 (three) yea rs if I/We or my/our representative in any of the following bid conditions :-

(a) Withdraw /Modify/Amend/impairs of derogates from tender. My/our bid during the peri od of validity of bid.

(b) I/We fail/refuse to sign the contract in case the contract is awarded.

(c) Fail/refuse to submit a Performance Security before the deadline defined in the request fo r bids document in accordance to tender terms.

(d) In case any document submitted by the firm is found to be fraud or fraudulent or intenti onally defaced.

(e) In case Cartel formation/pool rates is found in the tender.

(f) Try to influence outcome of tender.

(g) Failure to disclose/ misinform information sought regarding tender at any time during the tendering/CNC/PNC prior to placing a Contract/SO.

3. I/We understand that Bid Security declaration shall cease to be valid if I am/We are not t he successful bidder, upon the earlier of (i) the receipt of your notification of the name of s uccessful bidder (ii) thirty days after the expiration of the validity of my/our bid.

(Signature of Authorized Rep of OEM)

Name :

Designation in the firm :

Email Id :

Mobile No :

Note : The above declaration is to be prepared in original on Rs. 100/- Stamp Paper and the scanned copy of the same will be uploaded on the GeM Portal.

DETAILS OF MAKE IN INDIA (MII) CONTENT BREAKDOWN

(SAMPLE)

SER	Equipment Parts	Percentage of Local Content value wise	Address of value addition/ factory
01	Name of Component 1 eg. Puff Panel	3%	Pune
02	Name of Component 2 HVAC sys	2%	Lucknow
03	Name of Component 3 UPS	5%	Delhi
04	Name of Component 4 Printer	7%	Delhi
05	Name of Component 5 Man Power	6%	Haryana
	Total	**23%**	

* Firms are requested to provide Make in India Compliance with detailed breakdown of indigenous contents in % with value wise and location of that product being manufactured of the offered products as given in above format.

* Self-Declaration of Make in India component of 25% and above, if available upto value 10 Cr. In case of bid value of less than 10 Cr. Self-declaration certificate of breakdown of make in india (MII) of> 25% value will be acceptable. However, in case of bid value more than 10 Cr Class-I/ Class-II local supplier, certificate from statutory auditor or chartered accountant is required declaring the percentage of local content.

CERTIFICATE OF TURNOVER

(OEM/ BIDDER)

This is to certify that Ms **(Firm Name)** having its registered office at **(Office Address)** , is in the business of manufacturing of various equipment's including **(Product Name).** Their turnover and profit in each financial year during the preceding 03 (three) years are as given below: -

Financial Year	Gross Total Turnover	Profit (in Rs)
2022-23 (Audited)		
2023-24 (Audited)		

2024-25 (Audited)

Average annual turnover of

the bidder/OEM for 3 years

This is further to certify that the above turnover is in line with the turnover

declared by the Agency in their Income Tax Return filed under PAN NO_____.

(Sign of Charted Accountants)

* UDIN No _____

* Certificate to be furnished on the letter head of Charted Accountant.

* The value of " Minimum Average Annual Turnover" of the bidder/OEM for previous three FY is m entioned on the first page of the bid documents.

.

24. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document Click here to view the file.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as

the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.

8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

Additional Clause For Comprehensive Maintenance Charges

1.CMC shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, after satisfactory completion of Warranty. During the CMC period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months or as per user requirement. Cost of consumables shall not be included in CMC.Further there will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
2.CMC charges to be indicated as percentage of cost of equipment quoted for each year after the warranty period.
3.GST shall be included in the CMC Charges quoted.
4.Cost of CMC will be added for Ranking/Evaluation purpose with depreciation formula.A 10% discounting rate per year shall be applied on CMC Charges for price evaluation on Net Present Value.
5.The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user.
6.While creating a bid or RA, buyers shall indicate whether CMC is required against Yes/No" options. If CMC Charges are included, an option for number of years for CMC required after the warranty period shall be available.Under this option up to 15 years can be chosen for CMC charges beyond warranty period.
7.In case the bid has a provision for CMC, the warranty of the product will also be deemed to have been converted into Comprehensive warranty including preventive maintenance and calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, during the Warranty Period also. Sellers are therefore advised to include the cost of Comprehensive Warranty including spares (excluding consumables) also in product Cost.
8.The CMC functionality shall be available in bid only and no direct RA shall be applicable.In case of bid to R/A decrement rules shall be applicable on total price inclusive of CMC charges. Bunching of products shall not be available while creating bids with CMC charges.

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

5 year CMC selected:

CMC charges for 1st year after warranty period– Percentage to be indicated- A1
CMC charges for 2nd year after warranty period– Percentage to be indicated- A2
CMC charges for 3rd year after warranty period – Percentage to be indicated- A3
CMC charges for 4th year after warranty period – Percentage to be indicated- A4
CMC charges for 5th year after warranty period – Percentage to be indicated- A5

Similarly, A6 to A15 are to be indicated for 6th to 15th year of CMC if applicable.
8.2.The calculation of CMC Charges shall take into account the number of years of warranty and duration of CMC as specified while creating bid.
8.3.In the price evaluation, the system shall provide function to calculate the cost of each equipment by formula indicated below 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 up to 50% of cost of equipment as defined by buyer.

9.Since CMC charges are to be paid only later for each year during CMC period,applicable performance guarantee amount after placement of contract shall be based on the cost of equipment excluding the cost of CMC Charges.
10.Performance bank guarantee applicable for CMC is to be submitted at start of the CMC and shall be applicable between 2.5% to 10% as specified in bid on total CMC Charges.The PBG submitted after award of contract shall be released only after new PBG for the CMC period is submitted and accepted by buyer/consignee after due verification.Bank guarantee for CMC is to remain valid till completion of CMC period plus one year. The bank guarantee for CMC shall be submitted to buyer directly. In case, seller fails to submit the PBG or does not provide services for the CMC contract after expiry of warranty period then PBG of equipment shall be forfeited.
11.In case of splitting of order quantity, equipment cost and CMC charges offered by L1 bidder shall be matched by higher quoting eligible bidders on one-to-one basis.The equipment cost and CMC charges (year to year) shall be matched individually.
12.The CMC Contract shall be an offline contract to be handled by buyer.The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user and scope of CMC will be as per para 1 above.
13.CMC Charges are inclusive of all the charges for Transportation, Lodging, Boarding, all insurances including third party insurance and all other incidental charges. The same shall include GST. The prices also include cost of spares and damaged parts. Purchaser does not have any liability, whatsoever, over and above the cost of CMC. It also includes for arranging hand tools & tackles, special tools etc. required to carry out the work.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

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

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

All obligations relating to wages, social security, safety, working conditions, industrial relations etc.

and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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

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

---धन्यवाद/Thank You---