



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2024/B/5413520 Dated/दिनांक : 27-09-2024

# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
	16-10-2024 12:00:00	
Bid Opening Date/Time/बिड खुलने की तारीख/समय	16-10-2024 12:30:00	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)	
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Steel	
Department Name/विभाग का नाम	Moil Limited	
Organisation Name/संगठन का नाम	Moil Limited	
Office Name/कार्यालय का नाम	Moil Limited	
Total Quantity/कुल मात्रा	229	
ltem Category/मद केटेगरी	Patient Bed (Fowler and Semi Fowler) (Q3), Saline Stand (V2) (Q3), Examination Cum Dressing Table with Drainage (Q3), Emergency Foldable Rescue Stretcher (Q3), LED X - Ray Illuminator (V2) (Q2), medical stools or chairs (Q3), Instrument Trolley for Hospitals (V2) (Q3), Scoop Stretcher (Q3), Mobile Folding Privacy Screen / Ward Screen (Q3), resuscitation crash cart console for hospitals (Q3), Wheel Chairs (V2) (Q3)	
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No	
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	Νο	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Νο	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes	
RA Qualification Rule	H1-Highest Priced Bid Elimination	

Bid Details/बिड विवरण		
ITC available to buyer/क्रेता के लिए उपलब्ध आईटीसी	Yes	
Type of Bid/बिड का प्रकार	Two Packet Bid	
Primary product category	Patient Bed (Fowler and Semi Fowler)	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	6 Days	
Inspection Required (By Empanelled Inspection Authority / Agencies pre- registered with GeM)	Νο	
Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/	
Arbitration Clause	Νο	
Mediation Clause	No	

# EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	IDBI Bank
Schedule 1 EMD Amount/ईएमडी राशि (In INR)	1000
Schedule 2 EMD Amount/ईएमडी राशि (In INR)	1000
Schedule 3 EMD Amount/ईएमडी राशि (In INR)	1000
Schedule 4 EMD Amount/ईएमडी राशि (In INR)	1000
Schedule 5 EMD Amount/ईएमडी राशि (In INR)	1000
Schedule 6 EMD Amount/ईएमडी राशि (In INR)	1000
Schedule 7 EMD Amount/ईएमडी राशि (In INR)	500
Schedule 8 EMD Amount/ईएमडी राशि (In INR)	1000
Schedule 9 EMD Amount/ईएमडी राशि (In INR)	1000
Schedule 10 EMD Amount/ईएमडी राशि (In INR)	500
Schedule 11 EMD Amount/ईएमडी राशि (In INR)	1000

# ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	IDBI Bank
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	5.00

Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	90
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(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). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

(c). 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 :

GM(Materials) MOIL Limited, MOIL Bhavan, Material Department, 1A, Katol Road, Nagpur 440013 (Shri. S. B. Chaudhari)

#### MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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Yes

#### MSE Purchase Preference/एमएसई खरीद वरीयता

	MSE	Purchase	Preference/	एमएसई	खरीद	वरीयता	
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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.

<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 <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. 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

#### Evaluation Method ( Item Wise Evaluation Method )

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Quantity
Schedule 1	Patient Bed (fowler And Semi Fowler)	41
Schedule 2	Saline Stand (v2)	41
Schedule 3	Examination Cum Dressing Table With Drainage 0	12
Schedule 4	Emergency Foldable Rescue Stretcher	27
Schedule 5	Led X - Ray Illuminator (v2)	10
Schedule 6	Medical Stools Or Chairs	30
Schedule 7	Instrument Trolley For Hospitals (v2)	11
Schedule 8	Scoop Stretcher	18
Schedule 9	Mobile Folding Privacy Screen / Ward Screen	25
Schedule 10	Resuscitation Crash Cart Console For Hospitals	4
Schedule 11	Wheel Chairs (v2)	10

## Patient Bed (Fowler And Semi Fowler) (41 pieces)

(Minimum 50% and 20% 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

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

Specification Name/যিথিষ্টি কা লাम		Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य	
Performance	Type of bed	Semifowler	
arameters	Number of bed platform sections	2 for semi fowler bed	
	Availability of Leg section	Yes, NA for semifowler	
	Leg section linkage	welded with MS CRCA tube (16 G), NA for semifowle	
	Manual adjustments	Backrest through two screw systems with thrust bearings individually manouvred by handle for semifowler bed, Backrest , knee rest through two screw systems with thrust bearings individually manouvred by two handles for fowler bed	
	The bottom end of the H legs are provided with PVC shoes	Yes in case of bed without castors, NA in case of bec with castors	
	Material of handle	SS	
	Provision of castors	H' Type Legs with 600 mm Height with 125 mm(5") dia High Grade Synthetic Body Castors, two with brake, two w/o brake	
	Number of hooks in Telescopic I V Pole	2, 4	
	Number of sections in mattress	2 for semi fowler bed	
	Provision of collapsible Railing	Yes	
laterial and	Size of Buffer in mm	75, 100, 125	
Dimensional Parameters	Overall length of Back Rest	775-800, 800-825, 825-850, 850-875, 875-900, 900- 925	
	Overall length of Knee Rest	NA for semifowler	
	Overall width of Knee Rest	NA for semifowler	
	Overall width of Leg Rest	NA for semifowler	
	Overall length of Fix Section	150-200	
	Overall width of fix section	750-775, 775-800, 800-825, 825-850, 850-875, 875- 900, 900-925	
	Colour of mattress cover	Blue, Black, Maroon, NA (incase mattress is not provided )	
	Material of collapsing railing	SS	
	Types of collapsing railing	Collapsable, Manual, Mechanism, NA (incase railing not provided)	

Specification Name/विशिष्टि का नाम		Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य	
Reports	Availability of test report from govt/ NABL/ILAC accredited lab covering all parameters	Yes	
	Copies of all certifications and reports to be provided to buyer on demand at time of supplies	Yes, NA ,Incase test reports not availabble	

# Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Amit Ghanshyam Tiwari	440013,MOIL LIMITED, MOIL BHAWAN, 1-A, KATOL ROAD,NAGPUR-440013	41	30

# Saline Stand (V2) ( 41 pieces )

(Minimum 50% and 20% 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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
PRODUCT	Number of hooks on rod	4
INFORMATION	Number of castor wheels	4
	Material of frame	Stainless steel (SS 304)

Specification	Specification Name/विशिष्टि का नाम Bid Requirement/बिड के लिए आवश्यक Values)/अनुमत मूल्य	
	Material of rod	Stainless steel(SS 304)
WARRANTY	Warranty in years	1, 2, 3, 4, 5

# Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Amit Ghanshyam Tiwari	440013,MOIL LIMITED, MOIL BHAWAN, 1-A, KATOL ROAD,NAGPUR-440013	41	30

# Examination Cum Dressing Table With Drainage 0 (12 pieces)

(Minimum 50% and 20% 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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य	
Construction	Surface finish	Epoxy powder coated finish, Pre coated, Power coated	
	Electrical Control	No	
	Table top adjusmnet	35.0 (degree)	
	Table top lifted	No	
	Hobble pin	No	
	Foldable	No	
	Height adjusting facility	Yes, No	

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य	
	Number of section	2	
	Frame material	MS	
	Head adjustable	No	
	Height adjusment method	Manual, Remote	
Dimension	Length	5.0 <b>(foot)</b>	
	Height	3.0 (foot)	
	Width	2.5 (foot)	
Generic	Drainage system removable	Yes, No	
	Mattress	Yes	
	Operating capacity	100.0 (kilogram)	

# Additional Specification Parameters - Examination Cum Dressing Table With Drainage 0 (12 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Technical Specification-1: No. of Drawer - 6 Nos. with Key & Lock.	
Technical Specification-2:	Foot Ladder -1 No.

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

### Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती / रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Amit Ghanshyam Tiwari	440013,MOIL LIMITED, MOIL BHAWAN, 1-A, KATOL ROAD,NAGPUR-440013	12	30

# Emergency Foldable Rescue Stretcher (27 pieces)

(Minimum 50% and 20% 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

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Performance	Purpose	Stretcher for Emergency and Rescue operations
Parameters	Unfolded Size of the stretcher (L x W x H ) (in cm) with tolerance of ±2mm	210 x 60 x 15
	Number of folds which can be made	2, 3, 4, 5
Material Parameters	Material of the Stretcher frame	Powder Coated Mild Steel
	Material of the Support bed of the foldable stretcher	Vinyl Coated Nylon Fabric, Tetron Canvas
Reports	Availability of ISO certification with the OEM	Yes
	Avaialbilty of test report from govt/NABL/ILAC approved lab confirming to the parameters indicated	Yes

## Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

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

Consignee S.No./क्र. Reporting/Officer/ सं. परेषिती/रिपोर्टिंग Address/पता Quantity/मात्रा Delivery Days/डिलीवर्र अधिकारी
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Amit Ghanshyam Tiwari	440013,MOIL LIMITED, MOIL BHAWAN, 1-A, KATOL ROAD,NAGPUR-440013	27	30

# LED X - Ray Illuminator (V2) (10 pieces)

(Minimum 50% and 20% 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

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
PRODUCT INFORMATION	Number of Panels	Triple panel

## Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Amit Ghanshyam Tiwari	440013,MOIL LIMITED, MOIL BHAWAN, 1-A, KATOL ROAD,NAGPUR-440013	10	30

## Medical Stools Or Chairs (30 pieces)

(Minimum 50% and 20% 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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य	
Dimensions	Adjustable Height	No	
	Normal Height (mm)	600	
	Min. Height (mm)	600	
	Max. height (mm)	600	
	Stool Top base Thickness (mm)	0.8	
Material and shape	Cushioning in the stool Top	with Cushion	
of Stool	No of Legs in the under structure	4	
	Foot rest	With	
	Material of Top	Stainless Steel, Wood, Mild Steel	
	Painting	Powder coating	
	Type of Stool	Fixed	
	Back rest	Without	

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

# Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती / रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Amit Ghanshyam Tiwari	440013,MOIL LIMITED, MOIL BHAWAN, 1-A, KATOL ROAD,NAGPUR-440013	30	30

# Instrument Trolley For Hospitals (V2) (11 pieces)

(Minimum 50% and 20% 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

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Performance	Number of Shelves	2
Parameters	Maximum Weight Carrying Capacity of each Shelf (in Kg)	>50<=100
Material and	Material of Trolley	Stainless Steel 304
Dimensional Parameters	Length of Trolley (in mm)	>=600<=700
	Width of Trolley (in mm)	>=400<=500
	Height of Trolley (in mm)	>700<=800
Reports	Availability of Test Report from Govt Lab or any NABL/ILAC approved Lab to Prove Conformity to the Specification	Yes

### Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Amit Ghanshyam Tiwari	440013,MOIL LIMITED, MOIL BHAWAN, 1-A, KATOL ROAD,NAGPUR-440013	11	30

## Scoop Stretcher (18 pieces)

(Minimum 50% and 20% 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

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य		
Generic	Material of the Support bed of the foldable stretcher	Polyproplene		
	Material of the Stretcher frame	Polypropylene		
Size & Dimension	Stretcher Length	220-240		
Performance Parameter	Comes in two halves with easy opening buckles	Yes		
	Number of Belts	2		
	Patient Loading Capacity (KG)	150-165		
	Foldable	Yes, No		
	X-Ray compatible	No		
	A central split allows the body to be placed on the body tray withoutbeing handled.	Yes		
	Divided into left and right halves by the clutches in both ends.	Yes		

# Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Amit Ghanshyam Tiwari	440013,MOIL LIMITED, MOIL BHAWAN, 1-A, KATOL ROAD,NAGPUR-440013	18	30

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन

# Mobile Folding Privacy Screen / Ward Screen (25 pieces)

(Minimum 50% and 20% 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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
GENERIC	Partition provided	With curtain
	Provision of folding arrangement	3 Folds
	Construction of middle section	In 1 pcs
	Number of hinges(to join panels)	4 Nos
MATERIAL	Frame Material	CRCA pipes of 19.05 mm (outer dia) X 1.22 mm thickness
	Base material	CRCA pipes of 25 mm (outer dia) X 1.22 mm thickness
	Castors wheel	Plastic castors wheel
	Hinges material	MS
	Hooks material	SS 202
DIMENSION	Overall height	1680 mm
	Overall width	2450 mm
	Sidepanels width (if specified)	610 mm
	Middlepanels width (if specified)	1210 mm
CURTAIN DETAILS	Colour of curtain	Blue
	Curtain type	Specially coated fabrics which do not allow any bacteria to hold on it
	Curtain material	Cotton fabric
COLOUR AND	Frame colour	White
FINISHING	Coating of metal surface	With epoxy powder coated finish

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
WARRANTY	Warranty period	1 - Year
CERTIFICATION	Test reports to be furnished to buyer's on demand	No
	OEM of offered product is ISO 9000: 1certified	No
	OEM of offered product is ISO 14000: 1certified	No
	OEM of offered product is ISO 18000: 1certified	Νο
	Product having BIFMA certification	Yes, No

# Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Amit Ghanshyam Tiwari	440013,MOIL LIMITED, MOIL BHAWAN, 1-A, KATOL ROAD,NAGPUR-440013	25	30

# **Resuscitation Crash Cart Console For Hospitals (4 pieces )**

(Minimum 50% and 20% 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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Complete Set of	Number of Drawers (Nos)	6
Details	Number of Utility Trays in over bridge (Nos)	0.1 - 3.0 Or higher

## Additional Specification Parameters - Resuscitation Crash Cart Console For Hospitals ( 4 pieces )

Specification Parameter Name	Bid Requirement (Allowed Values)	
Technical Specification-1:	Multi Bin Container - 6 Nos.	
Technical Specification-2:	Rack of Single layer	

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

## Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Amit Ghanshyam Tiwari	440013,MOIL LIMITED, MOIL BHAWAN, 1-A, KATOL ROAD,NAGPUR-440013	4	30

## Wheel Chairs (V2) (10 pieces)

(Minimum 50% and 20% 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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Ungrouped	Total weight of Wheel Chair (Kg)	20
	Back rest with Cushion	Yes
	Cushion on Seat	With
	Leg guard type	Swinging and Detachable
	Slope of Seat (Degree)	3
	Type of Back rest	Foldable
	Overall Length (mm)	1020
	Foldable	Yes
	Types of Wheel Chairs	Attendant Controlled Non Powered
	Frame tube thickness (mm)	1.8
	Clearance of frame from floor (mm)	105
	Overall Height (mm)	950
	Loading Capacity (Kg)	120
	Arm rest Type	Fixed
	Cushion Material Thickness (mm)	2
	Seat Depth (mm)	420
	Distance between seat and foot rest (mm)	370
	Clearance of footrest from floor (mm)	75
	Finish of Aluminium casts	Anodized, Buffing
	Hand Rim	With
	Handle for push/pull action of Wheel Chair	Yes
	Thickness of Seat (mm)	4
	Slope of the backrest with respect to floor (Degree)	7
	Rear wheel tyre type	Solid
	Arm rest height from seat (mm)	210
	Cushion on Arm rest	With
	Types of foot rest	Swinging without Height Adjustment
	Warranty (Years)	3
	Frame tube Dia (mm)	1.5

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Width of wheel chair	Fixed
	Seat Height	Fixed
	Seat hight from floor at the front (mm)	420
	Thickness of back rest (mm)	2
	Painting of mild steel components	Powder Coated

### Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Amit Ghanshyam Tiwari	440013,MOIL LIMITED, MOIL BHAWAN, 1-A, KATOL ROAD,NAGPUR-440013	10	30

# Special terms and conditions-Version:4 effective from 26-06-2024 for category Patient Bed (Fowler and Semi Fowler)

- All Provisions of Drugs and Cosmetics Act, 1940 and Rules (including Medical Device Rule 2017) made there under as amended till date will always be applicable. This will include all notifications issued by Central Drugs Standard Control Organization (CDSCO), Ministry of Health & Family Welfare (MoHFW) and Department of Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers time to time in this regard.
  - 2. The sellers are registered on GeM based on self-declaration of valid Medical Device License, product certification, test reports etc. However, buyers must check and validate the details at their end for all applicable licenses and certifications e.g., validity and authenticity/genuineness of 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.
- 14. 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.

#### Special terms and conditions-Version:1 effective from 21-03-2024 for category Saline Stand (V2)

- 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.
  - The sellers are registered on GeM based on self-declaration of valid Medical Device License (if applicable), 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.

#### Special terms and conditions-Version:1 effective from 26-06-2024 for category Examination Cum Dressing Table with Drainage 0

- 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, if applicable.
  - The sellers are registered on GeM based on self-declaration of valid Medical Device License (if applicable), 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.
- 14. 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.

# Special terms and conditions-Version:2 effective from 26-06-2024 for category Emergency Foldable Rescue Stretcher

- All Provisions of Drugs and Cosmetics Act, 1940 and Rules (including Medical Device Rule 2017) made there under as amended till date will always be applicable. This will include all notifications issued by Central Drugs Standard Control Organization (CDSCO), Ministry of Health & Family Welfare (MoHFW) and Department of Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers time to time in this regard.
  - 2. The sellers are registered on GeM based on self-declaration of valid Medical Device License, product certification, test reports etc. However, buyers must check and validate the details at their end for all applicable licenses and certifications e.g., validity and authenticity/genuineness of drug license, product certification, manufacturer certification/licenses, test reports etc.
  - 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.

# Special terms and conditions-Version:1 effective from 06-10-2023 for category LED X - Ray Illuminator (V2)

- 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.

# Special terms and conditions-Version:1 effective from 18-10-2022 for category medical stools or chairs

- 1.
- 1. **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.
- 2. 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.
- 3. **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.
- 4. 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.
- 5. **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.

- 6. 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.
- 7. **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.
- 8. **Software:** All software updates should be provided free of cost during warranty period.
- 9. 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.

#### Special terms and conditions-Version:1 effective from 18-10-2022 for category Scoop Stretcher

- 1.
- 1. **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.
- 2. 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.
- 3. **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.
- 4. 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.
- 5. 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.

- 6. 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.
- 7. **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.
- 8. **Software:** All software updates should be provided free of cost during warranty period.
- 9. 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.

#### Special terms and conditions-Version:2 effective from 26-06-2024 for category Wheel Chairs (V2)

- 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, if applicable.
  - The sellers are registered on GeM based on self-declaration of valid Medical Device License (if applicable), 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.
- 14. 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 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 %.

### 4. 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.

#### 5. 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

#### 6. 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.

#### 7. 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.

#### 8. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

#### 9. Purchase Preference (Centre)

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

#### 10. Purchase Preference (Centre)

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as

amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

### 11. 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.

### 12. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

### Bidder to confirm clause mentioned in Buyer ATC in their offer:

**1.** This purchase is also governed by the General Terms and Conditions: <a href="https://gem.gov.in/terms">https://gem.gov.in/terms</a> Condition

2. <u>DELIVERY SCHEDULE</u>: For all Schedule/Lot within 30 days from the date of receipt of GeM contract.

**3. <u>FIRM PRICE</u>**: Prices quoted/bidded shall remain FIRM till supply is completed satisfactorily in al l respects. Price variation clause will not be accepted.

**4. MANUFACTURER AUTHORIZATION:** Wherever Authorised Distributors/service providers are s ubmitting the bid, tender specific Authorisation Form (mentioning the Bid number)/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.

## 5. <u>The Sellers/Bidders who are not in the category of EMD exemption:</u>

Step-I: The intending bidders should submit Earnest Money of ₹1,000/- for Schedule-1, ₹1,000 /- for Schedule-2, ₹1,000/- for Schedule-3, ₹1,000/- for Schedule-4, ₹1,000/- for Schedul e-5, ₹1,000/- for Schedule-6, ₹500/- for Schedule-7, ₹1000/- for Schedule-8, ₹1,000/- for Schedule-9, ₹500/- for Schedule-10, ₹1,000/- for Schedule-11 (i.e. ₹10,000/- for all Sche dules) mentioned in bid documents to MOIL Ltd., along with their offer otherwise their offer will su mmarily have rejected. EMD should be deposited electronically (RTGS/NEFT) from Nationalised/ Sc heduled Bank only in the designated account as under:

- a: Name of Bank & Branch: IDBI Bank, Civil Lines Branch, Nagpur
- b: Account No. 0041102000038465
- c: IFS Code: IBKL0000041

Bidder to indicate bid number and name of bidding entity in the transaction details field at the tim e of online transfer. Bidder has to upload scanned copy/proof of the Online Payment Transfer alon g with bid. Bidders are requested to upload the EMD details in format mentioned below. EMD shoul d be deposited in one go and exact amount should be reflected in our bank statement on or before the opening date & time of tender, failing which the offer shall be rejected outrightly.

**Step-II:** After remittance of Earnest Money as above, UTR No./Reference No. in case of IDBI Bank should be submitted by participating bidder in their offer on GeM Portal. The receipt of EMD shall be verified by MOIL Ltd., against details of the UTR No. /Reference No. in case of IDBI Bank and off ers of those participating bidders whose receipt of EMD is confirmed by Finance Department, MOI L Ltd., shall be considered for further evaluation. In short, mentioning the correct UTR No. /Reference No. in case of IDBI Bank in their offer on GeM Portal is mandatory, failing which the off er shall be rejected outrightly.

Earnest Money by way of Demand Draft, cheque, bank guarantee, deposit receipt or an y other form will not be entertained. i.e. No other mode of payment of EMD shall be acc epted.

EMD shall be forfeited if any bidder withdraws their offer before finalization of this ten der.

NOTE: EMD of the successful bidder shall be returned within 30 days of submission of P erformance Bank Guarantee/Security Deposit as per contractual terms or thirty days of successful completion of contract, whichever occurs earlier.

## Format of EMD deposited.

Bid Number:\_\_\_\_\_

Name of Bidder:\_\_\_\_\_

Bidder PAN No.:

Bidder GSTIN No.

Bidder Bank Account No.\_\_\_\_\_

Bidder Bank IFSC Code:\_\_\_\_\_

Authorised person Name: \_\_\_\_\_

Mobile no.& e-mail ID of Authorised person:

Schedule No.	Description of Item/ Category	Correct UTR No. /Refe rence No. & Date	Amount
1	Patient Bed (Fowler and Semi Fowler)		<mark>1,000/-</mark>
2	Saline Stand	I.	<mark>1,000/-</mark>
3	Examination Cum D ressing Table with D rainage	•	<mark>1,000/-</mark>

<mark>4</mark>	Emergency Foldable Rescue Str etcher		<mark>1,000/-</mark>
5	Wheel Chairs	-	<mark>1,000/-</mark>
<mark>6</mark>	LED X - Ray Illumina tor (V2)	-	<mark>1,000/-</mark>
7	Medical stools or ch airs	l	<mark>500/-</mark>
8	Instrument Trolley f or Hospital	I	<mark>1,000/-</mark>
9	Scoop Stretcher	I	<mark>1,000/-</mark>
10	Mobile Folding Priva cy Screen / Ward Sc reen		<mark>500/-</mark>
11	Resuscitation crash cart console for hos pitals		<mark>1000/-</mark>

**Enclosed**: Payment Receipt towards above UTR No. /Reference No.

#### Signed:

**Designation:** 

**Corporate Seal:** 

## 6. For EMD Exemption bidder(s):

The bidder seeking EMD exemption, **must submit** the valid supporting document for the relevant category as per GeM GTC with the bid [May refer Point No.4(xiii), (n) of GTC (General Terms & Con ditions) with amendments, if any]. 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. In absence of valid EMD Exemption document, the bid will be out- rightly/s ummarily rejected and no correspondence in this regard shall be entertained.

### <u>Step I:</u> The participating bidders under this category should <u>mandatorily mention the e</u> <u>xemption document type in their offer on GeM Portal.</u>

<u>Step-II</u>: <u>Upload the relevant document in the upload link on GeM Portal</u>. The status of MSE shall be decided based on the uploaded document and if found in line then only, their offer shall be considered for further evaluation. In short, mentioning th e exemption document type in their offer on GeM Portal & uploading the same on GeM portal is <u>mandatory</u>, failing which the offer shall be rejected outrightly.

**<u>C: PSUs</u>**: State/Central Govt. Organization/PSUs are exempted from submission of EMD/SD. Howe

ver, they should <u>mandatorily mention the document type in their offer on GeM p</u><u>ortal for getting exemption and Upload the relevant document with their offer</u><u>on GeM portal</u>, failing which the offer shall be rejected outrightly.

**7.** Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consign ee only. Please provide details of Contact person name, designation, Mobile & e-mail ID for corres pondence.

7.1 For Madhya Pradesh State Mines/Plant: The material shall be despatched & invoiced from supp lier's invoicing location & invoice should be generated on consignee as per bid document. i.e.IN T HE TAX INVOICE TO BE ISSUED BY THE SUPPLIER, SHIP TO PARTY & BILLED TO PARTY W ILL BE: CONSIGNEE AS PER BID DOCUMENT WITH GSTN: 23AAACM8952A1ZT FOR MADH YA PRADESH STATE SUPPLY.

7.2 For Maharashtra State Mines/Plant: The material shall be despatched & invoiced from supplier' s invoicing location & invoice should be generated on consignee as per bid document. i.e. IN THE TAX INVOICE TO BE ISSUED BY THE SUPPLIER, SHIP TO PARTY & BILLED TO PARTY WILL BE: CONSIGNEE AS PER BID DOCUMENT WITH GSTN: 27AAACM8952A1ZL FOR MAHARAS HTRA STATE SUPPLY.

**8. Despatch/Transportation Through Registered Common Carrier**: In the event you are su ccessful tenderer and you intend to dispatch/transport the ordered material by road, it will be thro ugh "Registered Common Carrier" [as per guidelines mentioned in the "Carriage by Road Act 2007" and subsequent amendments (if any)]. In case of non-compliance, action shall be imposed as deemed fit, as per the above mentioned "Carriage by Road Act 2007".

9. <u>PERFORMANCE BANK GUARANTEE</u>: It is mandatory on part of supplier to submit the Perfor mance Bank Guarantee **@5%** of total value of order for period of **3 Months** as mentioned in bid d ocument.

- Bank Details : MOIL Limited, Nagpur
- Name of the Bank & Branch: IDBI Bank, Gupta House, Ravindranath Tagore Road, Civil Lines Nag pur-440001
- IFS Code: IBKL0000389
- Current Account No. 041102000018027.
- The PBG will be submitted through Structured Financial Management System(SFMS) platform
- Performance bank guarantee to be uploaded on GeM Portal within 15 days of award o f contract on GeM, as per General Terms and Conditions (GTC) on GeM, [refer clause n o. 7, ii]. Hard copy to be submitted to JGM (Fin.), MOIL LTD., "MOIL BHAWAN" 1A, Kato I Road, Nagpur-440013.

Performance Bank Guarantee is to be furnished by a specified date (generally fifteen days after no tification of award) and it should remain valid for a period of sixty days beyond the date of comple tion of all contractual obligations of the supplier, including warranty obligations.

The performance security will be forfeited in the event of a breach of contract by the bidder/contra ctor. It shall be refunded to the bidder/contractor without interest, after he duly performs and com pletes the contract in all respects but not later than sixty days of completion of all such obligation s including the warranty under the contract.

**10. ARBITRATION CLAUSE:** Disputes & Arbitration (for PSUs only)- "All the Disputes and differen ces arising out of or in any way touching or concerning this agreement between the parties shall b e resolved by a reference to the permanent Machinery of Arbitrators (PMA) i.e. to the Sole Arbitrat or in the department of Public Enterprises as per the O.M. No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22/05/2018 issued by the Department of Public Enterprises, Ministry of Heavy Enterprises (Govt. o f India) and for all purposes of the arbitration the rules and procedure prescribed therein shall be

applicable".

# 11. DECLARATION under Companies Act:

The firm/individual while submitting the tender should submit the under mentioned declaration dul y signed.

We declare that "None of our proprietor / partner / Director of the firm/ company has any relations hip within the meaning of Section 6 of the Companies Act 2013 with any of the employee working in MOIL Ltd. or Director of MOIL".

If the proprietor / partner / Director of the firm/ company has any relationship within the meaning of Section 6 of the Companies Act 2013 with any of the employee working in MOIL Ltd or Director of MOIL shall declare the same in his bid.

**12. JURISDICTION:** All questions, disputes or differences, arising under, outside or in connection with the tender/order contract shall be subject to the exclusive jurisdiction of the Courts at Nagpur only.

**13. <u>DISPUTE</u>**: In the event of dispute arising out of this contract, the decision of Chairman-Cum M anaging Director MOIL Ltd. shall be final & binding.

**14. NO DEVIATION CERTIFICATE:** We certify that, "there is no deviation in the offer submitted by us, from the Bid/tender terms & conditions on GeM Portal. In case if there is any difference in a ny terms & conditions, the same may be ignored and considered to have been accepted by us in t oto as per bid document on GeM". Bidder to upload the "No Deviation Certificate".

**15.** <u>Revised Public Procurement (Preference to Make in India):</u> It is certified that the tender is compliant to PPP MII order & shall be finalised keeping in view of all its updates. The inst ant tender shall be inter-alia subject to "Revised Public Procurement (Preference to Make in India), Order 2017 Revision, (as amended from time to time) bearing No. P-45021/2/2017 PP (BE-II) issue d by the Government of India, Ministry of Commerce and Industry, Department for Promotion of In dustry and Internal Trade (Public Procurement Section)" dated 16/09/2020. The tenderers who wis h to take the preference under the said Order dated 16/09/2020 shall mandatorily be required to s ubmit the requisite documents as prescribed under the Public Procurement (Preference to Make in India), Order 2017- Revision. Only after satisfactory submission of the requisite documents benefit ts under the aforesaid Order shall be provided. Revised order or any updates may be accessed at DPIIT's website: https.dipp.gov.in/public-procurements Only to facilitate, we may request to refer Clause No.9(a) & (b) of above order towards "Verification of Local Content" reproduced hereunder and upload as applicable:</u>

a. The 'Class-I local supplier'/'Class-II local supplier' at that time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that, the ite m offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', a s the case may be. They shall also give details of the location(s) at which the local value addition i s made.

b. In cases of procurement for a value in excess of Rs.10 Crores, the 'Class-I local supplier'/'Clas s-II local supplier' shall be required to provide a certificate from

i) Statutory auditor or cost auditor of the company (in the case of companies) or

ii) A practicing cost accountant or practicing chartered accountant (in respect of suppliers other th an companies) giving the percentage of local content.

# In event of non-submission of the above documents, your offer shall be <u>liable to be ign</u> <u>ored.</u>

Kindly upload the certificate giving the percentage (%)of local content and give details of the locat ion(s)/address(s) at which the local value addition is made. As per Revised Public Procurement (Pr eference to Make in India), Order 2017, on 16/09/2020 enclosed, Clause No.3, bidder to mention in

which category their firm belong i.e. Class-I Local Supplier/ Class-II Local Supplier/ Non-Local Supplier. Kindly upload the certificate by mentioning the Class.

In view of above, you are requested to kindly provide the self-Certification as "We certify that item (s) offered/quoted in tender has got \_\_\_\_\_% of local content and the details of the location(s) at w hich the local value addition is made is \_\_\_\_\_\_". **Bidder to submit the "% of lo cal content & location of local content" with their offer.** 

**16.** <u>Restrictions on Public Procurement from Certain Countries</u>: In this regard bidder may p lease refer Office Memorandum No. 6/18/2019-PPD dt.23-07-2020 & subsequent orders issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India towards restrictions on Public Procurement from certain countries.

Referring to the above, the Local Suppliers should submit the certificate as under:

"We have read the clauses regarding restrictions on procurement from a bidder of a co untry which shares a land border with India and we hereby certify that our firm is not f rom such a country and is eligible to be considered".

**17.** Bidder to confirm location from where the materials shall be invoiced upto Destination basis a s per consignee mentioned in bid document (Complete address, Name of the Bidder (Company/Fir m) along with Telephone No. & Fax No., Name of person, Mobile No., e-mail ID of the bidder to be given).

**18. <u>PAST SUPPLIES</u>:** Bidder(s) is requested to submit/upload the supply order copies for tendered item(s) as documentary evidence towards past supplies from Govt. Deptt./Govt. Underta king, Enterprises/Customer.

**19.** <u>**TAXES**</u>: Payment of Tax is primarily the responsibility of the seller and will not be paid unless it is clearly shown on the quotation as payable extra. Any change in taxation during the tenure of contract, will be as per applicable statute. Under GST regime registration under GST is made mand atory. You shall mention your GST provisional Id's (**In case your supply is from more than one location mention all relevant GST's) in the quotation**. Offers received from company/firm/in dividual without GST provisional Id's are liable to be rejected provided they fall within the preview of GST. <u>Timely compliance of GST Provisions and filing of GST returns is the responsibility of the b</u> idder. Any non-compliance may result in withholding of bills partly or fully until it is reflected in for m GSTR-2A.

**19.1** TDS under GST shall be deducted as per the applicable GST Provisions.

**20.** Bidder/supplier to ensure that the validity of the **Statutory Certificate** /**Competency Certif** *icate* shall be valid during tender finalization and execution stage.

**22.** <u>**TReDS PLATFORM:**</u> It may be noted that Government of India has implemented Trade Recei vable Discounting System (TReDS) to address challenges faced by MSMEs in delayed payments (af ter receipt/acceptance of Material/Services) from Government buyers leading to shortfall of Worki ng Capital. TReDS is an online electronic institutional mechanism for facilitating the financing of tr ade receivables of MSMEs through multiple financiers. MOIL Ltd., is already registered on the follo wing TReDS platform:

M/s. A. TREDS (Invoicemart), Mumbai

"MSME Bidders are required to register on the TReDS platform. The MSME vendors can avail the T ReDS facility, if they want to".

All MSE vendors/suppliers are advised to get themselves registered on TReDS platform (www.tred

s.in) accordingly.

**23.** Bidders who have not performed satisfactorily in the earlier Tenders/Work Orders OR have viol ated the terms of NIT, MOIL Ltd. reserves the right to dis-qualify that bidder.

**24.** DETAILS OF THE LOCATION OF MINES & PLANTS SITUATED:

NAME OF MINES & POSTAL ADDRESS	OFF DAY/ AUTHORITY TO BE CONTACTED
Chief Medical Officer, MOIL Limited, Chief Medical Service Office, beside MOIL Bhavan, 1A, Katol Road, Nagpur 440013	Sunday Chief Medical Officer

NOTE: BIDDER TO CONFIRM / ACCEPT ABOVE CLAUSES ALONG WITH THEIR OFFER ON GEM:

SIGN. & DATE OF AUTHORISED SIGNATORY: \_\_\_\_\_

NAME OF AUTHORISED SIGNATORY:

DESIGNATION OF AUTHORISED SIGNATORY:

SEAL OF FIRM:\_\_\_\_\_

25. ANNEXURE - A

## FORMAT FOR UNDERTAKING TO BE SUBMITTED/UPLOADED BY BIDDER ALONG WITH THE TENDER DOCUMENTS

1. I/We the bidder(s) am/are signing this document after carefully reading the contents of the abov e mentioned tender.

2. I/We declare and certify that I/we have not made any misleading or false representation anywh ere in the tender submitted including the annexure thereto.

3. I/We also understand that my/ our offer will be evaluated based on the documents/credentials s ubmitted along with the offer and same shall be binding upon me/us.

4. I/We declare that the information and documents submitted along with the tender documents b y me/ us are complete and correct and I/we are fully responsible for the authenticity and correctne ss or the information and documents, submitted by us.

5. I/We understand that at any time during process for evaluation of tenders, if any information / d ocument submitted by me / us are found to be suppressing facts / forged / false / fabricated / fudg ed or incorrect, it shall lead to forfeiture of the EMD, if submitted and initiating any legal action as deemed fit the MOIL. Further, I/we...... (Name of the Bidder) and all my/ our constitue nts understand that my/ our offer shall be summarily rejected.

6. I/We also understand that at any time after award of contract, if the certificate(s) submitted by me / us are found to be suppressing facts / false/ forged/ fabricated / fudged or incorrect, it may le ad to termination of the contract, along with forfeiture of EMD / SD and Performance Guarantee if submitted, besides any other action provided in the contract and initiating any legal action as dee med fit by MOIL.

7. We declare that "None of our proprietor / partner / Director of the firm/ company has any relati onship within the meaning of Section 6 of the Companies Act 2013 with any of the employee worki ng in MOIL Ltd or Director of MOIL".

8. We certify that, "there is no deviation in the offer submitted by us, from the Bid/tender terms & conditions on GeM Portal. In case if there is any difference in any terms & conditions, the same ma y be ignored and considered to have been accepted by us in toto as per bid document on GeM".

9. Despatch/Transportation Through Registered Common Carrier:

In the event you are successful tenderer and you intend to dispatch/transport the ordered material by road, it will be through "Registered Common Carrier" [as per guidelines mentioned in the "Carr iage by Road Act 2007" and subsequent amendments (if any)]. In case of non-compliance, action shall be imposed as deemed fit, as per the above mentioned "Carriage by Road Act 2007".

#### SEAL AND SIGNATURE OF THE BIDDER

Place:

Date:

#### 26. Annexure - B

(To be signed by an authorised person on the Tenderer's behalf)

Τo,

MOIL Limited,

Nagpur.

Dear Sir/ Madam,

Non-Collusive Tendering Certificate for {RFQ/ Tender No. ( ) Date ( )}

 We, (name(s) of the tenderer(s)) of (address (es) of the tenderer(s)) refer to the bid/ offer against (the "Tender").

# 2. Non-collusion

We represent and warrant that in relation to the Tender:

- (a) Our bid was developed genuinely, independently and made with the intention to accept the Contract it awarded;
- (b) Our bid was not prepared with any agreement, arrangement, communication, understandin g, promise of undertaking with any person (including any other tenderer or competitor) regarding:
  - i) prices;
  - ii) methods, factors or formulas used to calculate prices;
  - iii) an intention or decision to submit a bid;
  - iv) an intention or decision to withdraw a bid;
  - v) the submission of bid that does not conform with the requirements of the tender;
  - vi) the quality, quantity, specifications or delivery particulars of the products or services t o which this tender relates; and
  - vii) the terms of the bid, and we undertake that we will not, prior to the award of the Contr act, enter into or engage in any of the foregoing.
- 3. Disclosure of in case of Job/ Project Contracts

We understand that we are required to disclose all intended sub-contracting arrangements relatin g to the Tender to the Plants/ Mines------, MOIL Limited, Place ------, including those which ar e entered into after the Contract is awarded. We warrant that we have duly disclosed and will continue to disclose such arrangements to the Plants/ Mines ------, MOIL Limited, Place --.

#### 4. Consequences of breach or non-compliance

We understand that in the event of any breach or non-compliance with any warranties or

undertakings in this certificate, the Plants/ Mines, MOIL Limited, Place may, at its discretion,

invalidate our bid, exclude us in future tenders, pursue damages or other forms of redress from us (including but not limited to damages for delay, costs and expenses of re-tendering and other cost s incurred), and /or (in the event that we are awarded the Contract) terminate the Contract.

Signed for and on behalf of the (tenderer)

Signature:

Name:

Position:

Date:

#### 13. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

## Disclaimer/अस्वीकरण

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

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 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.

#### 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 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 कामाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---