



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2023/B/4050675 Dated/दिनांक : 06-10-2023

# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण			
Bid End Date/Time/बिड बंद होने की तारीख/समय	27-10-2023 16:00:00		
Bid Opening Date/Time/बिड खुलने की तारीख/समय	27-10-2023 16:30:00		
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	155 (Days)		
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Health And Family Welfare		
Department Name/विभाग का नाम	Department Of Health Research		
Organisation Name/संगठन का नाम	Indian Council Of Medical Research (icmr)		
Office Name/कार्यालय का नाम	Indian Council Of Medical Research		
Total Quantity/कुल मात्रा	4		
Item Category/मद केटेगरी	Anaesthesia Workstation (Q3)		
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	52 Lakh (s)		
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)		
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes		
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes		
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Past Performance, Bidder Turnover, 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		
Past Performance/विगत प्रदर्शन	50 %		

Bid Details/बिंड विवरण		
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No	
Type of Bid/बिंड का प्रकार	Two Packet Bid	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days	
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No	
Estimated Bid Value/अनुमानित बिड मूल्य	12800000	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	

#### EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	10.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	38

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

#### Beneficiary/लाभार्थी:

**Director General** 

Indian Council Of Medical Research, Department of Health Research, Indian Council of Medical Research (ICMR), Ministry of Health and Family Welfare

(Director General, Icmr)

### Splitting/विभाजन

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

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

- 2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- 4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
- 5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
- 6. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

#### Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue	
	The meeting will be held virtually, the link of the meeting is as follows:-	
	Join Zoom from PC, Mac, iOS or Android:	
	https://echo.zoom.us/j/86343131828	
11-10-2023 16:00:00	Meeting ID: 863 4313 1828	
	Time: Oct 11, 2023 04:00 PM India	
	All representations/ queries of bidders must be sent to "cpcicmr@gmail.com" on or before 10.10.2023, 04:00 PM	

#### **Anaesthesia Workstation (4 pieces)**

Technical Specifications/तकनीकी विशिष्टियाँ

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

Specification	Specification Name/विशिष्टि का	Bid Requirement/बिंड के लिए आवश्यक (Allowed
Specification	नाम	Values)/अनुमत मूल्य

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य	
Performance Parameters	Purpose of anesthesia workstation	Anesthetic machine in used to provide an accurate and continuous supply of medical gases mixed with an accurate concentration of anaesthetic vapour and deliver this to the patient at a safe pressure and flow.	
	Components of Anesthesia workstation	Anesthesia machine , Inbuilt ventilator , vaporisor , Gas delivery system , Multi para monitor	
	Type of mounting for the Anesthesia workstation	Wall Mounting, Trolley Mounting	
	Material used for Anesthesia workstation	Non ferrous metals, Polymer, Epoxy powder painted steel, Stainless steel, rust-proof ABS plastic with metal reinforcements	
	Mode of integrated scavenging system with pressure relief valve	Active, Passive	
	Minimum Battery backup for anesthesia workstation	45 Minute, 1 hour, 2 hour	
	Minimum Battery backup for Ventilator	45 Minute, 1 hour, 2 hour	
	Minimum Battery backup for monitor	45 Minutes, 1 hour, 2 hour	
	Facility of manual ventillation in case of electricity and battery failure	Yes, No	
	Facility of gas and agent delivery in case of electricity and battery failure	Yes, No	
	All the components likes anesthesia machine, integrated ventilator, vaporizer from the same manufacturer	Yes, Yes (except for desoflurene/Enflurane vaporizer to be sourced from reputed OEM with complete warranty support and authorization )	
	Patient monitor from same manufacturer	Yes, No	
	The anesthesia machine can be used safely up to 1000 gauss line while being used with MRI	Yes, No	
	Should have Air/N?O interlock	Yes, No	
	Warranty in years	3, 4, 5	
Gas Delivery System	Mode of gas mixing	Electronic, Pneumatic	
Type of hypoxic guard with automatic cutoff of N2O		Electronic, Mechanical	

Specification Name/विशिष्टि का नाम		Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य	
Vaporizer	Vaporizer compatible to gases	Sevoflurane, Isoflurane, Desflurane, Halothane, Enflurane	
Breathing System	Number of bains circuit (adult) supplied with workstation	10, 15, 20	
	Number of Jackson Rees circuit for pediatric patients supplied with workstation	10, 15, 20	
	Volume capacity of breathing system in liters	1.5, 1.7	
Anesthesia Ventilator	Available modes of operating ventilator	Manual/spont, volume controlled , pressure controlled , SIMV/PS, CMV, SIMV, AC, Sign	
	Ventilator should be capable to pressure support	Yes, No	
	Screen size of Ventilator monitor in inches	8, 10, 12, 15, 7	
Monitor	Type of monitor	TFT, LCD	
Patient multipara monitor shall be able to display parameters		HR, SpO2, NIBP, ECG, Temp, HR, SpO2, NIBP, ECG, Temp, Agent identification (MAC), HR,SpO2,NIBP,ECG,Temp, Agent identification (MAC),NIMT/BIS,Entropy	
	NMT to be displayed	Yes, No	
	Dual temperature to be displayed	Yes, No	
	BIS/ENTROPY to be displayed	Yes, No	
	Capnography to be displayed	Yes, No	
	EtCO2 to be displayed	Yes, No	
	IBP1 and IBP2 to be displayed	Yes, No	
	CO(cardiac output) to be displayed	Yes, No	
	System to be supplied with oxygen monitor	Yes, No	
Additional	Provision for laryngscopes	Yes (adult and pediatric), Not Provided	
Accessories	Reusable patient circuits	1, 2, Not provided	
	Reusable masks	2, 3, Not provided, Adult & Pediatric i piece on each sizes 0,1,2,3,4 & 5	
	SPO? sensor provided	1, Not provided, 2	
	NIBP cuff	1, Not Provided	

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य	
Skin and nasopharyngeal temperature probe		1, Not provided	
	ETCO2 sample lines	1, Not provided, 10, 25, 10	
	Reusable IBP interface cables	1, Not provided	
	Disposable IBP transducers	1, Not provided, 5, 10	
	BIS sensors	10, 20, 25, Not provided	
Accessories for wall mounting		Yes, NA (If trolley mounting)	

# Additional Specification Parameters - Anaesthesia Workstation ( 4 pieces )

Specification Parameter Name	Bid Requirement (Allowed Values)	
	Under ATC parameters superseded all the golden filters and the technical comparison will be done as per ATC parameters	

<sup>\*</sup> Bidders offering must also comply with the additional specification parameters mentioned above.

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Anand Kumar Tamboli	462038,Raisen Bypass Road, Karond, Bhopal	4	42

# **Buyback Detail**

Item Name	Anesthesia Work Station
Item Description	Anesthesia Work Station
Serial No.	40054359, 40057400, 40051979 & 40055181
Model	ADU AS/3
Brand	Wipro GE/DATEX- OHMEDA
Year of Manufacturing	1999
Purchase On	1999-10-18

Age	
Size	7
Rating	
Quantity	4
Unit	Nos
Remark	The machines are non functional
Uploaded Image	View Uploaded Image
Disclaimer/अस्वीकरण The vendor will be responsible for the un-installat	ion of Buyback items.

# Special terms and conditions-Version:2 effective from 21-10-2022 for category Anaesthesia Workstation

- All Provisions of Drugs and Cosmetics Act, 1940 and Rules made there under as amended till date will always be applicable. This will include all notifications issued by Central Drugs Standard Control Organisation(CDSCO), Ministry of Health & Family Welfare (MoHFW) and Department of Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers time to time in this regard.
  - 2. The sellers are registered on GeM based on self-declaration of valid Drug License, product certification, test reports etc. However, buyers must check and validate the details at their end for all applicable licenses and certifications e.g., validity and authenticity/genuineness of drug license, product certification, manufacturer certification/licenses, test reports etc.
  - 3. The price offered by the seller shall not, in any case exceed the DPCO controlled price, if any, fixed by the Central/State Government, the Maximum Retail Price (MRP) and the selling price. The seller must reduce the prices if there is any reduction in DPCO ceiling price, if any.
  - 4. **Comprehensive warranty:** Comprehensive warranty shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares. During the warranty period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months. warranty shall not be including the consumables. Further there will be 98% uptime warranty during warranty period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend warranty period by double the downtime period.
  - 5. **Service centres:** Details of Service outlets in India to render services for equipment to be furnished to buyer/consignees with complete address, telephone numbers, e mails etc at time of making the supplies. It shall be the responsibility of seller to ensure that authorized service centres

- are available to cater to the areas where supplies are made within reasonable distance from where the service calls can be handled. Details of toll-free numbers for service call and online registration of service requests also to be provided buyer/consignee at the time of supplies.
- 6. **Source of supply:** It shall be responsibility of seller to provide Documents regarding source of equipments such as copy of Performa invoice or any other documents to establish that the products supplied are manufactured by OEM indicated and sourced from them.
- 7. Packing and Marking: Medical equipments being very delicate and sensitive packing for the goods should be strong and durable enough to withstand transit including 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.
- 8. **Spare Parts:** Seller shall provide materials, information etc. pertaining to spare parts manufactured and supplied by the OEM. It shall be ensured that the required spares are available for purchase at least for 10 years from date of supplies. In case due to any reasons the production of the spare parts is discontinued sufficient advance notice should be given to the buyer/consignee before such discontinuation to provide adequate time to purchase the required spare parts etc. Further, OEM and their service centres/dealers shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the equipments so that the same are available.

  OEM or reseller shall always

accord most favoured client status to the buyer/consignee and shall give the most competitive price for spares and consumables of its machines/equipments supplied.

- 9. **Installation, Training, Manuals:** Seller shall be responsible to carry out Installation & commissioning, Supervision and Demonstration of the goods. They shall provide required jigs and tools for assembly, minor civil works for the completion of the installation and Training of Consignee's representatives for operating and maintaining the equipment and supplying required number of operation & maintenance manual for the goods. In case the category parameters are specifying any requirements regarding the installations, training and manuals the same shall also be applicable.
- 10. **Electrical safety checking:** Sellers are required to make sure that they furnish the list of equipments for carrying out routine and preventive maintenance to buyer/consignee. They should make sure to periodically check the electrical safety aspects as per BIS Safety Standards or equivalent. In case they do not have required equipment for such testing should ensure that the equipments checked for electrical safety compliance through labs with facilities for such checking during every preventive maintenance call.
- 11. **Software:** All software updates should be provided free of cost during

warranty period.

12. Any other Terms and Conditions which is not included or at variance with the conditions specified in STC/GTC, may be added by the buyer through Additional Terms and Conditions in the bid to ensure items are procured from authentic/validated source with appropriate and applicable quality. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede specific STC which shall supersede General Terms and Conditions ("GTC"), whenever there are any conflicting provisions.

# Buyer Added Bid Specific Terms and Conditions/क्रत द्वारा

जोड़ी गई बिड की विशेष शर्तें

#### 1. Generic

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

# 2. Generic

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

#### 3. Generic

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

# 4. Generic

**End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

# 5. Generic

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

#### 6. 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

# 7. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

#### 8. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of

buyer.

- 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

#### 9. 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.

#### 10. Turnover

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

# 11. Service & Support

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

# 12. Service & Support

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

### 13. Warranty

Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide AMC Service for next 2 years for the offered products at the rate not more than 5 % of contract price per annum. Buyer reserves the right to enter into an AMC agreement (covering preventive maintenance and servicing) with the Successful Bidder / OEM after expiry of the Warranty period at rate as mentioned above and the payment for the AMC charges would be made Quarterly after rendering of the AMC Services of the relevant AMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the AMC contract when called upon by the buyer. The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 10% of total AMC value valid up to AMC period plus 2 months (if there is no other claim). (Undertaking of acceptance to be uploaded with bid).

# 14. Warranty

Warranty period of the supplied products shall be 3 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of

Service Centres near consignee destinations are to be uploaded along with the bid.

# 15. Warranty

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

# 16. Warranty

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

#### 17. Forms of EMD and PBG

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

Director General, ICMR payable at New Delhi

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

#### 18. Forms of EMD and PBG

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

Director General, ICMR, New Delhi

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

# 19. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- 1. Tender Inviting Authority: This tender enquiry for procurement of 4 Nos of Anaesthesia Workstation is being invited by the Director General, Indian Council of Medical Research, Ansari Nagar, New Delhi to be supplied a t ICMR- Bhopal Memorial Hospital & Research Centre (BMHRC), Bhopal, Madhya Pradesh
- 2. Interested bidders are required to sign "Bid Security Declaration" accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, o r to submit a performance security before the deadline defined in the request forbids document, they will be suspended for the period of 1 year from being eligible to submit Bids for contracts with the entity that invited

the Bids.

- 3. Eligibility: The Bidder must be a Manufacturer or its authorized Agent.
- 4. One Bid per Bidder: A firm shall submit only one bid either individually or as a partner of a joint venture. A f irm that submits either individually or, as a member of a joint venture, more than one bid will cause all t he pr oposals with the firms' participation to be disqualified.
- 5. ICMR reserves the right to cancel the bid in part or full without assigning any reason and liability on the buyer. On such cancellation the decision of the DG, ICMR will be binding and final on the subject.
- 6. Inspections and Tests: ICMR or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications. Further, The Supplier may have an independent qualit y test conducted and the cost of such tests will be borne by the Supplier. b. Inspection of goods shall be carried out by representative of ICMR and they will issue an acceptance certificate.
- 7. Packing: (a) The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be suffici ent to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, sal t, and precipitation during transit and open storage. Packing case size and weights shall take into considerati on, where appropriate, the remoteness of the Goods, final destination and the absence of heavy handling faci lities at all points in transit
- (b) The packing, marking, and documentation within and outside t he packages shall comply strictly with suc h special requirements as shall be expressly provided for in the Contract, including additional requirements s trictly as per Technical Specifications, and in any subsequent instructions ordered by the Procurement agenc v.
- (c) Packing and Marking shall be strictly as per Technical Specifications and will be inspected in terms of provisions of specifications before clearing for dispatch.
- 8. Payment: 100% payment shall be made after receipt of complete goods/Equipment in good condition, acc eptance and successful installation of goods/Equipment and subject to submission of Performance Bank Guar antee. This payment is subject to recoveries, if any, either on account of statutory deduction/ taxes/ Liquidate d Damages, if any and non-rectification of defects/ deficiencies not attended by the Supplier or otherwise. The firm is required to submit the following documents to ICMR Hgrs for payment:
- (a) Copy of Purchase Order;
- (b) Copy of Extension Order (if any);
- (c) Invoice in original showing contract number, goods description, quantity, unit price and total amount;
- (d) Installation Report in original duly signed and sealed by the authorized officer of the consignee;
- (e) Acknowledgement of Receipt of Goods issued by the consignee Institute/ Center;
- (f) Performance Bank Guarantee
- 9. Settlement of Disputes: (a) If any dispute or difference of any kind whatsoever shall arise between the Proc urement agency and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- (b) If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procurement agency or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- (c) Any dispute or difference in respect of which a notice of intention to commence arbitration has been give n in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior t o or after delivery of the Goods under the Contract. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the cont ract, such dispute or difference shall be referred to the sole arbitrator appointed by Director General ICMR.
- (d) Arbitration proceedings shall be conducted in accordance with the rules of procedure which are as follows.
- (i) The venue of Arbitration shall be the place from where the contract is issued and the language of the arbit

ration proceedings and that of all councils and communications between the parties shall be English.

- (ii) The decision of the majority of arbitrators shall be final and binding upon parties.
- (iii) Settlement of disputes through pre-institution mediation and settlement in accordance with the commercial courts, commercial division and commercial appellate division of High Courts (Amendment) Act 2018, No. 28 of 2018 Chapter IIIA.
- (e) Settlement of Disputes: Notwithstanding any reference to arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and The Procurement agency shall pay the Supplier any monies due to the Supplier.
- 10. Consignee details (Place of Delivery, Installation, Commissioning) ICMR- Bhopal Memorial Hospital & Research Centre (BMHRC), Bhopal, Madhya Pradesh
- 11. Insurance: Unless otherwise instructed, the supplier shall make arrangements for insuring the goods agai nst loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the follow ing manner:
- (a) In case of supply of goods on Consignee site basis, the supplier shall be responsible till the entire stores c ontracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the S upplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.
- (b) If the Equipment is not commissioned and handed over to the consignee within 3 months, the insurance will be got extended by the supplier at their cost till the successful installation, testing, commissioning and han ding over of the goods to the consignee. In case the delay in the installation and commissioning is due to han ding over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actual will be reimbursed.
- (c) Insurance would be borne by the Supplier. Insurance Certificate for 110% of the value to be insured in fav our of Indian Council of Medical Research, covering all risks basis for the goods from supplier/ manufacturer warehouse to consignee warehouse.
- 12. If the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the purchaser/consignee shall, without prejudice to other rights and remedies available to the purchaser/consignee under the contract, deduct from the contract price, as liquidity damages, calculated individually on each delayed performance of the contract including delivery, installation, non-sub mission of documents, etc. a sum equivalent to 0.5% per week of delay or part thereof until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached purchaser m ay consider termination of the contract. Since the Liquidated damages are in virtue of non-performance of ser vices, it will attract GST or any other applicable taxes which in turn shall be deducted from the Supplier.
- 13. GST will be applicable as per the latest GoI notification.
- 14. Delivery of Equipment means Supply, Installation, Testing and Commissioning of Equipment.
- 15. Following categories of Sellers are exempted from Years of Experience and Turnover:
- (a) Micro and Small Enterprises who are manufacturer of the Primary Product Category and give specific confirmation to this effect at the time of bid submission and whose credentials are validated online through Udya m Registration/ Udyog Aadhaar (as validated by Government from time to time) and through uploaded supporting documents.
- (b) Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).
- 16. Bidders need to indicate the percentage of local content and the component wise bifurcation of the local content. Bidder has inform the level of collaboration/ joint venture/ etc with the Indian firm with location of the office for manufacturing this goods in India as per Government of India Make in India (MII) norms/ policy
- 17. The manufacturer's authorization must be insisted upon on a tender specific basis, not general authorization/ dealership, by so declaring in the bid documents clearly. In cases where the manufacturer has submitted the bid, the bids of its authorized dealer will not be considered. In cases of agents quoting in offshore procur ements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer.

#### **Technical Specifications**

S. No.	Technical Specification Anaesthesia Work Station
1	Compact fully integrated system three gas Anaesthesia workstation with an integrated Ventil ator for infants/pediatric to adult patients, Airway Monitor and Anaesthesia Monitor with a sin gle power switch for the Workstation.
2	The quoted model of Anaesthesia Workstation should confirm CE Standards or EN 60601-2-13 (Requirement for safety and essential performance of anesthesia system) or US-FDA or BIS or ISO approved.
3	The quoted model of Anaesthesia Workstation should be from sole Manufacturers.
4	Technical Details:
1.	Anaesthesia machine constructed from welded tubular / epoxy powder painted steel.
2.	Stainless steel top and at least 2 deep lockable drawers and electrical outlet to be provided.
3.	Should have large castor wheel with foot brake.
4.	The system should have an inbuilt at least 90 minutes battery backup for anesthesia machin e, ventilator, Multipara monitor and Gas delivery system.
5.	The anesthesia system should have an integrated passive scavenging system with pressure r elief valve.
6.	In case of electricity and battery failure, manual ventilation, gas and agent delivery should be possible.
5	Gas Delivery System:
1.	Should have pin index yokes for Oxygen & Nitrous Oxide besides separate connection for cen tral gas supply for oxygen, Nitrous Oxide and Air.
2.	The machine should have separate colour coded pressure gauges for cylinders & central sup ply lines mounted on front of Anaesthesia machine for better visibility.
3.	The gas connection should be non-interchangeable.
4.	Having reservoir based audible and visual oxygen failure alarm of at least 7 seconds
5.	Should have Cascaded double tube bobbin type Flow meters for Oxygen Nitrous oxide, & sing le for Air.
6.	Emergency oxygen flow of at least 35-70 ltr / min with non lockable push button to be provid ed.
7.	Inbuilt electronic hypoxic guard to ensure minimum 25% O2 across all O2-N2O mixtures. Aut omatic cutoff of nitrous oxide in the absence of Oxygen supply.

8.	Oxygen flush at 30-70 L/min bypassing the vaporizer.
9.	Should have provision to attach one cylinder each for oxygen and nitrous oxide.
6	Flow Meter:
a.	There should be digital control for Oxygen & electronic gas mixing.
7	Vaporizer
a.	Machine should have possibility to mount two quick mount type vaporizer for easy interchan geability.
b.	The Vaporizer design should be maintenance free and should not require calibration for life ti me.
c.	Vaporizer should have delivery range of 0 to 6 volume %.
d.	Having latest vaporizers for sevoflurane and Isoflurane; all should be temperature, pressure a nd flow compensated, with key filling arrangement and should be quick and mountable.
e.	Agent capacity should be minimum 225 ml of free volatile anesthetic agent.
f.	All sensor connection shall be internal to help prevent disconnection.
8	Breathing System:
1.	Should have fresh gas decoupled / equivalent technology. Fully autoclavable semi closed circl e absorber system.
2.	Should have adjustable pressure relief valve from 5 to 75 mbar
3.	Should have change over from Spontaneous to Bag ventilation with single step.
4.	The work station should be supplied with at least 2 sets of resusable autoclavable closed circ uit, system for adult and pediatric patients each.
5.	The work station should be supplied with at least 10 sets of Bains circuit and 10 sets of Jacks on Rees circuits with masks for Pediatric patients.
6.	Should have an external fresh gas outlet for connecting Magill/ Bain's / Pediatric circuits.
7.	There should not be any collection of condensed water in breathing circuit.
8.	Should be integrally fitted with at least 1.5 litre capacity reversible canisters, double chambe r type of CO2 absorber system having provision to bypass.

9.	The firm should regularly supply CO2 absorber soda lime for closed circuit system.
10.	Should be suitable to use low flow techniques.
9	Anesthesia Ventilator:
1.	Electronically controlled Pneumatically/Electrically driven integrated anesthesia Ventilator sh ould not require change of bellows for adults and infants with integrated PEEP.
2.	Ventilator should automatically compensate for fresh gas by adjusting fresh gas flows for changes in fresh gas flow, small system leak changing lung compliance or compression losses.
3.	Facility to change I: E Ratio should be provided.
4.	Alarming setting should be available for low and high and tidal volume, minute volume airwa y pressure and apnea.
5.	Modes: Volume Constrolled, Pressure Controlled, Pressure Support, SIMV PS, Manual, Sponta neous
6.	Tidal Volume : 20 - 1400 ml
7.	PEEP: 0-20 mbar
8.	Breathing Frequency : up to 60 BPM
9.	I E Ratio : 4:1 to 1:4
10.	Inspiratory pause : 0-50% of Ti.
11.	Frequency 1 to 60 1/min : E=2:1 to 1:3
12.	Should have Desflurane compensation.
13.	Should be able to manually ventilate with medical air, in case of missing gases
14.	Provision to bypass ventilation system check in case of an emergency.
10	Airway Monitoring:
1.	Monitor should be touch screen with multi-parameter module with minimum 10 inches or mo re colour TFT display with 8 channels.
2.	The monitor should not require any, lengthy start-up procedure or calibration. It should be re ady to monitor as soon as on / off switch is pressed.
3.	Should have 24 hours graphical and numerical trend with split screen facility of all parameter s with at least 15 critical alarms summary.

4.	Should be able to monitor and display all parameters in single screen.
5.	Integrated monitor for electronic monitoring and display: Expiratory Tidal Volume, Expiratory Minute Volume, PEEP, Peak & Mean and Plateau airway pressure, Frequency, Waveform display for Airway pressure, FiO2 Monitoring.
11	Alarm Limits & Alarms:
1.	Adjustable high/low limits with audio and visual alarms for: Tidal Volume, Minute Volume, Air way Pressure (including stenosis and disconnect), Insp Oxygen concentration, Audio power s upply fail alarm, Fail to cycle warning (apnoea).
12	Patient Monitor:
1.	This should be integrated, should have latest touch screen user interface, Screen size: Minim um 15 inches or more, it should be modular for easy up gradation, should be capable of moni toring the following parameters.
2.	ECG: Leads 3 to 5, Provision for 12 lead ECG along with print out facility, Protection from the i nterference of electrosurgical apparatus, Waveform- ECG or SpO2 selectable, Arrhythmia Det ection, Heart rate detection from ECG/Pulse Auto change.
3.	SpO2: Range from 0 to 100% (Accuracy: $\pm$ 2%), Sensitivity should be good, Waveform: ECG o r SpO2 selectable/Auto change, Should be supplied with proper probes (10 each) for Neonata I, Pediatric and Adult patients.
4.	NIBP: Range neonate/pediatric to adult, Modes: Auto/Manual Numeric, Display: Systolic, Diast olic, Mean. Should be supplied with proper size 5 Cuffs each for Neonatal, Pediatric, Adults (A rm and Thigh Cuffs) and Extra Large for obese patients.
5.	IBP: Provision of two simultaneous measurement of IBP. Display: Waveform and numeric, 50 universal transducer sets to be supplied.
6.	Temperature: Dual Temperature Monitoring (Core and Skin) with sensor cable and probes.
7.	ETCO2: Infra Red Side Stream Analyzer for CO2, Capable of monitoring ETCO2 of intubated p atient, Display: Waveform and Digital. Range: 0 to 15 Vol% or 0 to 15kPa or 0 to 113 mmHg.
8.	Anesthetic Agent Monitoring: To include automatic agent analysis for N2O, MAC value of Anes thetic agents with 200 sampling lines and 50 water traps.
9.	Anaesthesia Depth Monitoring: Bispectral Index (BIS) / Entropy by just adding the Module: 50 sensors for adult patients.
10.	Neuro-Muscular Transmission Monitoring (NMT) with required accessories for 50 patients.
11.	Upgradable for Cardiac output monitoring.
13.	Alarms: Asystole, Arrhythmia, Leads off, SpO2 probe disconnection, BP Cuff occlusion, Apnea , ETCO2 Alarm

14.	All components like machine monitor and ventilator should be from one manufacturer/ princi pal.
15.	Demonstration of the equipment is mandatory.
16.	Universal Pipeline connections for all three gases.
17.	One complete set to be quoted with no alternative options.

# 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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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

Further, if any seller has any objection/grievance against these additional clauses or

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

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

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

---Thank You/धन्यवाद---