

दिनांक /Dated: 22-08-2025





बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details		
बिड बंद होने की तारीख/समय /Bid End Date/Time	01-09-2025 18:00:00	
बिड खुलने की तारीख/समय /Bid Opening Date/Time	01-09-2025 18:30:00	
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	170 (Days)	
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Health And Family Welfare	
विभाग का नाम/Department Name	Department Of Health Research	
संगठन का नाम/Organisation Name	Indian Council Of Medical Research (icmr)	
कार्यालय का नाम/Office Name	Indian Council Of Medical Research	
कुल मात्रा/Total Quantity	4	
वस्तु श्रेणी /Item Category	Anaesthesia Workstation (V2) (Q2)	
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	108 Lakh (s)	
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)	
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and Turnover	Yes Complete	
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years Of Experience and Turnover	Yes Complete	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	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	

बिड विवरण/Bid Details		
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)	
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension	1	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7	
विगत प्रदर्शन /Past Performance	50 %	
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No	
बिड का प्रकार/Type of Bid	Two Packet Bid	
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days	
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No	
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation	
वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required	Yes	
मध्यस्थता खंड/Arbitration Clause	No	
सुलह खंड/Mediation Clause	No	

ईएमडी विवरण/EMD Detail

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	आवश्यकता/Required	No
	Silakaakii/ikequileu	140

ईपीबीजी विवरण /ePBG Detail

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

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

लाभार्थी /Beneficiary :

Director General, ICMR

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

(Director General Icmr)

विभाजन/Splitting

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

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes

- 1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
- 2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
- 3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
- 4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
- 5. 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.
- 6. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
- 7. 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.

OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy

for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

- 8. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is
- 9. 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.

validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents

10. 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. 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.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required:

Price Breakup - <u>1752843376.xlsx</u>

submitted.

Anaesthesia Workstation (V2) (4 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)	
Gas Delivery System	Type of Flowmeter	Rotameter, Electronic	

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)	
	Type of hypoxic guard with automatic cutoff of N2O	Electronic, Mechanical	
Vaporizer	Vaporizer compatible to gases	Sevoflurane, Isoflurane, Desflurane, Halothane	
Anesthesia Ventilator	Available modes of operating ventilator	Manual/spontaneous, Volume controlled, Pressure controlled, SIMV/PCV, SIMV/VCV, CMV	
	Tidal volume of ventilator (in ml)	10 to 1400 ml, 20 to 1400 ml	
Monitor	Patient multipara monitor shall be able to display parameters	HR, SpO2, NIBP, ECG, Temperature, NA(If monitor not provided)	
WARRANTY Warranty in Years (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)		3, 4, 5 Or higher (year)	

Additional Specification Parameters - Anaesthesia Workstation (V2) (4 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)	
Compliance of Technical Specifications	Only those specification mentioned in para 19 of the Buyer Added text based ATC will be considered for evaluation. Further, Terms and Conditions mentioned in the Buyer Added text based ATC shall prevail over GeM Bid Details/ General T&C	

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

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

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Anand Kumar Tamboli	462038,Raisen Bypass Road, Karond, Bhopal	4	60

Special terms and conditions-Version:1 effective from 01-07-2024 for category Anaesthesia Workstation (V2)

- 1. All Provisions of Drugs and Cosmetics Act, 1940 and Rules (including Medical Device Rule 2017) made there under as amended till date will always be applicable. This will include all notifications issued by Central Drugs Standard Control Organization (CDSCO), Ministry of Health & Family Welfare (MoHFW) and Department of Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers time to time in this regard.
 - 2. The sellers are registered on GeM based on the 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 Medical Device 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 Medical Device 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.

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

1. Generic

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

2. Generic

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

3. Generic

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 up to 50% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity \div Original quantity) \times Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

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 5 years for the offered products at the rate not more than 5 % of contract price per annum. Buyer reserves the right to enter into 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 5% 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 5 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

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 re-imberse 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

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 04 No. of **Anesthesia Workstation** is being invited by the Director General, Indian Council of Medical Research, Ansari Nagar, New Delhi to be supplied at **ICMR-BMHRC**, **Bhopal**.
- 2. Bidders needs to sign a Bid securing 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, or to submit a performance security before the deadline defined in the request for bids/request for proposals document, they will be suspended for the period of 1 year for bids/request for proposals document from being eligible to submit Bids/Proposals for contracts with ICMR.
- 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 firm that submits either individually or, as a member of a joint venture, more than one bid will cause all t

he proposals 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 quality 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 s ufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperat ures, salt, and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods, final destination and the absence of heavy handling facilities at all points in transit
- (b) The packing, marking, and documentation within and outside t he packages shall comply strictly with s uch special requirements as shall be expressly provided for in the Contract, including additional requirements strictly as per Technical Specifications, and in any subsequent instructions ordered by the Procurement agency.
- (c) Packing and Marking shall be strictly as per Technical Specifications and will be inspected in terms of pr ovisions of specifications before clearing for dispatch.
- 8. Payment: 100% payment shall be made after receipt of complete goods/Equipment in good condition, a cceptance and successful installation of goods/Equipment and subject to submission of Performance Bank Guarantee. This payment is subject to recoveries, if any, either on account of statutory deduction/ taxes/ Li quidated Damages, if any and non-rectification of defects/ deficiencies not attended by the Supplier or oth erwise. 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 P rocurement agency and the Supplier in connection with or arising out of the Contract, the parties shall mak e 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 co nsultation, then either the Procurement agency or the Supplier may give notice to the other party of its int ention 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 gi ven in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced p rior to or after delivery of the Goods under the Contract. In the case of a dispute or difference arising betw een the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected wi th the contract, such dispute or difference shall be referred to the sole arbitrator appointed by Director Ge neral 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 ar bitration 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 comme rcial 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 continu e to perform their respective obligations under the Contract unless they otherwise agree; and The Procure ment agency shall pay the Supplier any monies due to the Supplier.
- 10. Consignee details (Place of Delivery, Installation, Commissioning) ICMR-Bhopal Memorial Hospita I & Research Centre (BMHRC), Bhopal
- 11. Insurance: Unless otherwise instructed, the supplier shall make arrangements for insuring the goods a gainst loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:
- (a) In case of supply of goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be cover ed by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplie r 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 insuranc e will be got extended by the supplier at their cost till the successful installation, testing, commissioning a nd handing over of the goods to the consignee. In case the delay in the installation and commissioning is d ue to handing over of the site to the supplier by the consignee, such extensions of the insurance will still b e 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 f avour of Indian Council of Medical Research, covering all risks basis for the goods from supplier/ manufact urer 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 fra me(s) incorporated in the contract, the purchaser/consignee shall, without prejudice to other rights and re medies available to the purchaser/consignee under the contract, deduct from the contract price, as liquidit y damages, calculated individually on each delayed performance of the contract including delivery, installation, non-submission 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 may consider termination of the contract. Since the Liquidated damages are in virt ue of non-performance of services, 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 U

dyam 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 loc al 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 authorisation must be insisted upon on a tender specific basis, not general authori sation/ dealership, by so declaring in the bid documents clearly. In cases where the manufacturer has sub mitted the bid, the bids of its authorized dealer will not be considered. In cases of agents quoting in offsho re procurements, 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 authorise only one age nt/dealer.
- 18. Bidder is requested to give undertaking Certificate regarding land border "I/ We have read the clause is sued by Government of India regarding restrictions on procurement from a bidder of a country which shar es a land border with India; I/ We certify that the bidder is not from such a country or, if from such a country, have been registered with the Competent Authority"

19. Technical Specifications of Anaesthesia Work Station- 04 Qty

1	Should have provision for delivery of oxygen, nitrous oxide and medical air with pressure gauges
2	Should have independent attachments for connecting centr al gas supply and pin indexed cylinders
3	Should have PIN indexed Yoke system one each for O2, N2 O, NIST/ DISS Safety System for O2, N2O and Air Central Pi pe line inlets
4	Should have Pressure gauges/ Digital pressure display for O 2, N2O supply from Cylinder and for O2, N2O and air from Central Pipeline
5	The frame shall have channels incorporated on both sides a nd top shelf for mounting other equipment such as Patient monitor, suction, AGSS collection system etc
6	Should have top shelf, table top to keep drugs, Writing Tray , Manoeuvring handle and foot rest
7	Should have ACGO function (Auxiliary Common Gas Outlet)

8	Should have selector switch for selecting Open and Close ci rcuit operation
9	The selection of ACGO operation should be indicated on the screen along with indication
10	The common gas outlet shall be mounted at the front of the machine (not rear or side) in order to be easily accessible in the event of an emergency and for use of alternate breat hing circuits
11	The option for illumination of the writing table/ work surfac e is mandatory
12	Should have microprocessor controlled electronic fresh gas delivery system with electronic blender for Oxygen, nitrous oxide and air
13	Should have electronic hypoxic guard to ensure 25% Oxyge n concentration at all the times
14	Should have Digital Virtual flow display.
15	Should allow setting for total fresh gas flow & FiO2 percent age.
16	Should have back up O2 control and flow metre control in c ase of electronic gas mixer failure.
17	Should have inbuilt side stream Gas analyser to monitor CO 2, N2O, O2 & an esthetic agents with automatic agent ident ification. MAC value and CO2 graph on anaesthesia machin e
18	Should have N2O cut off facility is O2 supply fails
19	Should have Oxygen failure alarm both Visual and Audible.
20	Should have Oxygen flush facility. O2 flush switch should be conveniently placed for easy accessibility
21	Should have back bar (Selectable compatible) with interloc king facility
22	The vaporiser back bar shall be at user eye level for easy di al setting and visibility
23	Should have provision for connecting two vaporisers. Vapor izer must be isolated from the gas flow in the off position a nd prevent the simultaneous activation of more than one vaporizer
24	Precision Vaporisers for Sevoflurane, Isoflurane - One numb er each to be supplied.

25	Vaporisers must be temperature, pressure and flow compensated and should be from the same manufact urer
26	Price for Desflurane of same brand to be quoted as o ptional. Bidders should submit the test certificate of quoted brand and model Desflurane vaporiser from Drug manufacturer only
27	Should have leak proof compact and fully integrated circle absorber with adjustable pressure limiting valve, airway Pre ssure Measuring device and Bag/ Vent switch for Bag to me chanical ventilation
28	All parts of the breathing system that are in contact with pa tient gas shall be latex free and autoclavable except for no n autoclavable removable part like O2 sensor and pressure manometer
29	Breathing system should have heating system to prevent w ater condensation
30	A movable bag arm shall be provided as standard.
31	Should have single soda lime canister of 1.5 Ltr capacity with bypass facility. Canister removal and fixing should be easy and minimum time
32	Should have two or more spacious drawers without lockin g and pull-out writing Tray.
	(Bidder should display at the time of demonstration)
33	Should have 4 castor wheels and should be durable. All 4 w heels should have brakes or central brake
34	Should have an auxiliary O2 flow meter bypassing the fresh Gas flow.
35	Should have an input power supply rating 200 ~ 240 VAC
36	Should have minimum 3 auxiliary power outlets to connect other equipments.
37	The workstation must have integrated built-in ventil ator capable of ventilating Adult, Paediatric and Neo nate patients.
38	Single step operation for manual to mechanical ventilation, Bag/ Vent selection switch should be conveniently placed on Circle absorber. Should automatically turn on the ventilation when positioned to vent mode.

39	Ventilator should be pneumatically/ electrically driven and electrically controlled ventilator. Should have the following modes of ventilation: • Volume Control (VCV) • Pressure Control Mode (PCV) • Pressure Regulated Volume Control (PRVC) • SIMV(V) • SIMV (P) • SIMV - PRVC • Spont with PSV and apnoea back-up • Manual
40	PEEP is to be available in all mandatory and assisted ventil ation modes
41	Pressure Support (PSV) is to be available in Spont and all as sisted ventilation modes
42	The ventilator bellows shall be clearly visible and be of upri ght design. The Bellows should ascent on expiration to prov ide a quick visual indicator for system leaks
43	Same bellows shall be used for adult and pediatric applicati on.
44	User should be able to select driving gas air or O2
45	Should have Tidal volume setting 10ml - 1400 ml
	Frequency 1 – 100 bpm I:E Ratio 2:1 – 1:8 Inspiratory pause0–60%
	Pressure control 5 – 60 cm H2O
	Flow Trigger 1 – 10 LPM Pressure Trigger 1 – 20 cm H2O (OPTIONAL) Pressure Support 5 – 40 cm H2O Electronic PEEP OFF 4 – 20 cm H2O
46	Should have Dual Flow Sensing Capability at inhalation and exhalation ports. Sensor should not require daily maintenan ce and should be reusable type.
47	Ventilator should have pre-use check procedure. Last pre-u se result should be saved with date and time.
48	Ventilator should have fresh gas and Compliance Compens ation.
49	Should have minimum 12" inch colour TFT display with tou ch screen.

50	Should be able to display three simultaneous wavefo rms: • Pressure - Time • Volume - Time • Flow- Time - Loops • Pressure - Volume • Volume - Flow
51	Should display the following parameters: - • Tidal Volume (Both inspired and expired) • Minute Volume • MV spont • P Peak • PEEP • P plat • P mean • P Min • Freq • F Spont • I:E • FiO2 compliance • Resistance
52	Should have Internal Battery Backup for minimum 90 minut es
53	Should have Alarm system-Audio/ Visual
54	Should have Alarm setting for Tidal Volume, Minute Volume , Frequency, FiO 2, Airway Pressure, Apnea.
55	Should have alarm for Oxygen failure, Mains supply failure, low battery, high continuous airway pressure
56	Should have 24 Hours trend facility for major parameters
57	The anaesthesia workstation should be USFDA/ European C E/ BIS/ ISO approved.
58	Should have an integrated Vacuum Suction System with Co llection jar mounted on the side rail for easy accessibility
59	Should be equipped with Active AGSS with collection jar an d hoses
60	The Anaesthesia workstation should be User friendly.
61	The Anaesthesia workstation along with Ventilator a nd Vaporizers must be from the same Manufacturer only.

ANESTHESIA MONITOR

62	Should be suitable for adult paediatric and neonatal applica tion.
63	Should monitor ECG, Respiration, NIBP, SpO2, Dual Temper ature, NMT (Integrated / Standalone), two IBP, EtCO2, a nd BIS/ Entropy: Depth of anesthesia.
64	Should be inclusive of Cardiac Output price in all four mach ines.
65	Should have ST Analysis, Arrhythmia detection, pacer spike detection in every monitor
66	Should have integrated 15" or above TFT colour touch scre en display (Resolution min 1024 X 768) with minimum 8 ch annel waveforms
67	Defib and ESU protection should be present in ECG
68	Should have monitoring, surgery and diagnostic mode of m onitoring
69	Should have Arrhythmia monitoring
70	Monitoring access should be with Touch screen, rotary kno b and fast access key for quick function.
71	Colour or position of waveforms or parameters should be ab le to be adjusted based on users preferences. Big font on sc reen format should be present
72	Monitor should be User friendly.
73	Monitor should have USB port for software upgrade and RS 232/ equivalent f or additional display
74	Should have 2 hours and more of battery backup with Inbuil t/ external battery in every monitor
75	Monitor should be able to lock to the mount on Anaesthesia machine.
76	Should have following parameters:
	 A) ECG 1) Monitor should have capability for display upto 7 Leads. 2) ST Analysis. 3) Waveform Freeze/ Snap shot option with review of 120 s ec. 4)Range: 30 - 350bpm
	B) RESPIRATION 1) Through impedance penumography method or EtCO2.

C) SPO2 1) Should be Masimo/ Nellcor SPO2 technology 2) Should provide value for arterial oxygen saturation as w ell as plethysmography pulse waveform.
D) NIBP 1) By oscillometric principle of measurement 2) Should display systolic, diastolic, mean pressure in large easy to read display. 3) Range 20 – 250 mmHg
E) DUAL TEMPERATURE 1) Core and skin. Range 0 – 50 °C
F) TWO IBP 1) Simultaneous monitoring of 2 IBP should be possible. Ra nge -(-)30 to 300 mm Hg or better.

Anaesthesia Charting/ Digital Charting Solution

77	The software should be able to integrate Patient monitor a nd Anaesthesia machine
78	Should display all OR Patient information like Name, Patie nt ID, Ventilator status and attending physician names etc . in single screen
79	Should enable OR workflows conveniently such as ADT (Ad mission, Discharge and Transfer) flowsheet, Anaesthesia d ocumentation, Infusion Management, Medications, notes, scoring and other workflows.
80	Should have special data screens for OR care units, such a s customized data forms, outcomes documentation, staffing documentation and OR scheduling and Data annotation (notes/ event notes/ OR event capture)
81	Should have electronic patient charts (flowsheets) which a re populated with data acquired electronically via medical interface to other devices/ information systems. Flowsheet data can be edited, validated and annotated.
82	Bidder has to supply all necessary hardware, software, ca bles etc, required f or successful installation and commissi oning of the entire system
83	Any software upgradation of Charting solution should be fr ee of cost and same should be provided during warranty p eriod.
84	Scope of Supply

- 1) 3 gas anaesthesia machine
- 2) Vaporisers for Sevoflurane, Isoflurane.
- 3) Anaesthesia Monitor (ECG, SPO2, NIBP, Temp X 2, Respiration, 2 IBP, NMT, BIS, Invasive CO)
- 4) Suction Controller with Collection Jar
- 5) Adult Silicon reusable Circuit 1
- 6) Paediatric Silicon Reusable Circuit 1
- 7) Anaesthesia Scavenging system
- 8) Brain Circuit 10
- 9) JR Circuit 10
- 10) Silicon Face Masks 0,1,2,3,4,5 1 each
- 11) 3/5 Lead ECG Patient Cable 1
- 12) Disposable electrodes 1 pkt
- 13) NIBP Cuff for Adult 1 No.
- 14) NIBP Cuff for Paediatric 1 No.
- 15) NIBP Cuff for Neonatal 1 No
- 16) NIBP Hose 1 No.
- 17) Temperature Probe 02 No.
- 18) SPO2 Adult sensor 01 No.
- 19) SPO2 Paediatric sensor 01 No
- 20) SPO2 Extension Cable 01 No
- 21) IBP Cable 02 No.
- 22) Disposable IBP Transducers 10 Nos
- 23) AGM Sampling lines 25 Nos.
- 24) BIS Sensors 25 Nos.
- 25) Power Cord

20. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

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अस्वीकरण/Disclaimer

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

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
- 15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
- 16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller 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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।//in terms

of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---