



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2023/B/3067451  
Dated/दिनांक : 08-02-2023

**Bid Document/ बिड दस्तावेज़**

<b>Bid Details/बिड विवरण</b>	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	01-03-2023 16:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	01-03-2023 16:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	180 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Science And Technology
<b>Department Name/विभाग का नाम</b>	Department Of Science And Technology (dst)
<b>Organisation Name/संगठन का नाम</b>	Sree Chitra Tirunal Institute For Medical Sciences And Technology (sctimst)
<b>Office Name/कार्यालय का नाम</b>	Thiruvananthapuram
<b>Total Quantity/कुल मात्रा</b>	1
<b>Item Category/मद केटेगरी</b>	SUPPLY INSTALLATION TESTING AND COMMISSIONING OF BIPLANE DSA FOR NEURO INTERVENTION (Q3)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)</b>	500 Lakh (s)
<b>OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)</b>	2000 Lakh (s)
<b>Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष</b>	3 Year (s)
<b>MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover</b>	Yes
<b>Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover</b>	Yes

**Bid Details/बिड विवरण**

<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Past Performance/विगत प्रदर्शन</b>	30 %
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Comprehensive Maintenance Charges Required</b>	Yes
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	5 Days
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	2500000

**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	38

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

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

**Beneficiary/लाभार्थी :**

Director

Thiruvananthapuram, Department of Science and Technology (DST), Sree Chitra Tirunal Institute for Medical Sciences and Technology (SCTIMST), Ministry of Science and Technology  
(Dr.sanjay Behari)

### Splitting/विभाजन

Bid splitting not applied.

### MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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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. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
6. Preference to Make In India products (For bids > 200 Crore) (can also be used in Bids < 200 Crore but only after exemption by competent authority as defined in Deptt of Expenditure OM dated 28.5.2020): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more

than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

7. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

8. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% 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.

## **SUPPLY INSTALLATION TESTING AND COMMISSIONING OF BIPLANE DSA FOR NEURO INTERVENTION ( 1 pieces )**

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

Brand Type/ब्रांड का प्रकार	Unbranded
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### **Technical Specifications/तकनीकी विशिष्टियाँ**

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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<b>Comprehensive Maintenance</b>	
Warranty of required product	3 Year
Comprehensive Maintenance Duration (Post Warranty)	7 Year

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

**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	Shiju V S	695011,Sree Chitra Tirunal Institute For Medical Science and Technology,Medical College PO, Trivandrum	1	150

#### Buyer added Bid Specific Additional Scope of Work

S.No.क्र.सं.	Document Title	Description	Applicable/रिर्वर्स प्रभार के अनुसार जीएसटी i.r.o. Items
1	DICOM/HL7/IHE <a href="#">View</a>	N. Bidders should comply additional parameters with regard to DICOM/HL7/IHE requirements uploaded in Additional Scope Work.	SUPPLY INSTALLATION TESTING AND COMMISSIONING OF BIPLANE DSA FOR NEURO INTERVENTION(1)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

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

##### 1. Service & Support

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

##### 2. 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.

##### 3. Buyback for Non PFMS / Non GPA

Buyback for Non PFMS/Non GPA:

1. GST will apply on the value of buyback and separate invoice is to be prepared by Government buyer/Consignee for buyback items offline outside the GeM system. Vendor should work out input credit for that GST applicable on the buy back while quoting the product/services.

2. Input GST Credit consideration by seller- seller shall offer the prices in the bid by the total amount of new goods including GST- total amount of old goods quoted by the firm excluding GST. This is because GST charged by buyer on buy-back value will be available for full ITC (input tax credit) on the hands of bidder. Therefore, for the purpose of quoting in the bid and evaluation, value as quoted by the bidder (excluding any GST on buy back) as indicated in column G below will be considered.

Illustrative examples for bidders are as under for understanding of the seller.

Excel sheet for explanation to Buyback ATC

S · n o	Cost of Fresh Good (A)	%age of GST on Fresh Good as considered by seller at the time of quote (B).	GST Amount on Fresh Good (C)	Cost of Buyback item (D)	%age of GST on Buyback items (E) as fixed by buyer in the bid	GST Amount on Buyback item (F) as applicable at the time of invoice by buyer	Quote of the Bidder (G= {A+C-D})
1	100	28	28	20	8	1.6	108
2	100	9	9	20	8	1.6	89
3	110	10	11	24	8	1.92	97

Seller after the award of the GeM contract, will indicate all column A to G which will not alter their quoted price indicated in Colum-G

3. Successful lowest bidder has to provide detailed cost break up of tendered items as well as buy back items separately after award of contract through email to the government buyer/consignee.
4. The seller of new item /service provider shall deposit the cost of invoiced buy back item with GST to the buyer for allowing seller to lift up the material from the buyer/consignee premise.
5. Transportation of buy back items from buyer premises shall be arranged by the seller itself without any extra cost.
6. Government Buyer organisation /consignee will issue invoice of buy back items to the seller at the cost of buyback to be indicated to the buyer by the seller offline after receipt of order. This in no case will modify the bid in any manner.
7. The seller will be entirely responsible for the safe disposal of old items without affecting the environment in any manner as per prevailing statutory rules and Act/ law of the land.
8. The seller may visit the site and inspect the condition of buy back item in advance before quoting for the bid.
9. Receipt of payment by the buyer for Old items and invoicing by buyer will be out of GeM portal.
10. Government Buyer will upload the details of old goods along with the bid in the corrigendum with minimum price.
11. If the minimum price (Optional) is indicated and sellers of new item who are not agreeing to take back the old item at equal to or above that minimum price should not participate in the bid.
12. In case they participate into the bid and afterwards indicates the price of old goods, less than the minimum price shown by Government Buyer in corrigendum, EMD of the bidder will be forfeited.
13. Item Details Consignee wise will be indicated in the corrigendum like -
  1. Consignee wise
  2. Item Description
  3. Serial Number
  4. Model
  5. Brand
  6. Year of manufacturing
  7. Purchased on
  8. Age
  9. Size, Rating, Designation
  10. Quantity
  11. Min price (Optional)
  12. Unit
  13. Working Guidelines (/Functional/Non-Functional)
  14. Remarks
14. The successful bidder shall remove the old goods from the premise of the Government buyer/consignee at the time of the supply, installation and commisioning of fresh goods. Seller will be entitled for payment only after removal of old goods from Government buyer/consignee/user's premise and after supplying the fresh goods in terms of contract.
15. Note: This clause of ATC shall be operated by non PFMS; non GPA buyer i.e. all PSU working through their ERP and not integrated with GPA.

#### 4. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of Director, SCTIMST payable at Trivandrum.

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

#### 5. Forms of EMD and PBG

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

#### 6. **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.

#### 7. **Generic**

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

#### 8. **Warranty**

Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide Comprehensive Maintenance Service for next 5 years for the offered products at the rate not more than 5 % of contract price per annum. Buyer reserves the right to enter into a CMC agreement with the Successful Bidder / OEM after expiry of the Warranty period at above mentioned rate and the payment for the CMC charges would be made Biannually after rendering of the CMC Services of the relevant CMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the CMC contract when called upon by the buyer. CMC would include cost of the equipments specifically mentioned in bid document. (Upload the undertaking). The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 3% of total CMC value valid up to CMC period plus 2 months (if there is no other claim).

#### 9. **Certificates**

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

#### 10. **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 %.

#### 11. **Generic**

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

#### 12. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**A.** Bidders are advised to quote prices as per technical specification. However detailed breakup of quoted prices should be provided in Price Format - A (in pdf) and uploaded in the prescribed place (Financial Document Required) on online GeM portal. The prices quoted in the prescribed field on GeM portal will be considered for ranking purpose.

Total price quoted in Price Format - A (in pdf) must match with the price quoted in GeM portal.

**B.** The Bidders are advised to quote price of Spare parts, Consumables in the attached format (pdf) B and C accordingly and upload the same in the prescribed place (Financial Document Required) on online GeM portal. The equipment should be supported with spares for a minimum period of 10 years after successful installation and commissioning." All the spares and consumables required for the equipment should be made available through GeM throughout the agreed supporting period".

- C.** All equipment and Accessories except the items listed below, quoting against the technical specification will be included under CAMC. Cost of the exempted items should not be considered for CAMC calculation. A line of confirmation on the above should be uploaded along with the technical bid.

Ø **Turn key work**

Ø **Ceiling mounted and floor movable lead glass shield with frame of at least 2ft X 4ft**

Ø **Table mounted lead protected shield**

Ø **Console room chairs and tables**

Ø **Console room and review station in the cath lab with computer and DVD/CD writing**

Ø **Lead protection skirting the tableside for operators lower body protection**

Ø **Mobile shield with lower body protection**

Ø **Radiation protection apron two piece wrap around medium size**

Ø **Radiation protection apron single piece wrap around medium size**

Ø **Thyroid collars**

Ø **Radiation protection goggles**

Ø **Stainless steel IV stand with wheels free standing**

Ø **Lead impregnated door as per AERB specifications**

L1 will be calculated by adding the Total price quoted in Price Format - A and the total CAMC charge claimed using the described formula.

- D.** The three years warranty sought for is OEM warranty without any additional cost towards extended warranty. The charges, if any, claimed by the bidder towards three years warranty and included in the product cost in Price Format -A should be mentioned in the price format D. This cost should not be considered for calculating CAMC cost.

- E.** The maximum permissible CAMC charges for each year after warranty period is 3 to 5% of the cost of the equipment. This CAMC charges at Net Present Value will be taken into account for arriving the lowest responsive bidder. However, the actual CAMC value to be payable year-wise (excluding GST) has to be given separately in the format attached. The 'cost of the equipment for CAMC calculation' has to be used for arriving the actual CAMC value. The percentage of CAMC quoted in the bid will be taken into account for arriving the actual CAMC value. The 'cost of the equipment for CAMC calculation' shall not include additional warranty cost (if any) as stated in Clause No. D of Buyer uploaded ATC, any specific excluded items from CAMC as per the tender terms and also GST of the equipment.

Bidders may please furnish the cost of CAMC charges claimed in the attached format E (Buyer uploaded ATC Document)

- F.** The successful bidder shall enter into CAMC/AMC as chosen by SCTIMST, 3 (three) months prior to the completion of warranty period. The CAMC/AMC will commence after the date of expiry of warranty period from the date specified in the work order and agreement executed in this regard, which will be treated as the first year of CAMC/AMC.

- G. Integrity Pact Agreement will form part and parcel of this tender. It is mandatory to enclose the Integrity Pact Agreement along with the techno-commercial bid.**

Ø Independent External Monitors:



(1) Sri. Prahlad Kumar Sinha, IP & TAFS (Rtd.) Ph.No.09423677066 E-mail pekay66@gmail.com

(2) Dr.Ved Prakash, ITS (Rtd.) Ph.No.9810546996 E-mail ved60prakash@gmail.com

**H.** Bidders should comply the GOI Order **No. F.No.6/18/2019-PPD dtd 23.07.2020** . A declaration with regard to this OM should be submitted along with technical bid.

**I.** Liquidated Damages :

If the supplier fails to deliver or install/commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the Purchase Order, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning and/or services 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.

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

- a. Imposition of liquidated damages,
- b. Forfeiture of its Performance Security and
- c. Termination of the Contract for default

**J.** Payment Terms

- a. By 100 % Irrevocable Inland (INR) Letter of Credit
- b. 70 % payment against equipment delivery
- c. 30 % against successful installation & commissioning of the equipment
- d. Documents required for the release of 70 % payment mentioned below
  - i. Original Invoice (4 copies)
  - ii. Airway Bill / Bill of Lading / Lorry Receipt
  - iii. Insurance Certificate
  - iv. Certificate of origin issued by supplier or by Chamber of Commerce
  - v. Manufacturer's Guarantee and Inspection Certificate
  - vi. Inspection certificate issued by the Purchaser's Inspector / third party inspection certificate
  - vii. Packing List
- e. Balance 30 % will be paid after satisfactory installation testing and commissioning of equipment along with submission of "Installation Report" to be issued by user department and DCE through irrevocable LC opened in favor of supplier.
- f. Delivery period of the equipment up to 150 days from the date of receipt of confirmed

purchase order / date of opening of confirmed Inland Letter of Credit (LC) whichever is later.

- K.** Class I local supplier / Class II local suppliers should comply the point No.9.b of **GOI Order No.P-45021/2/2017-PP (BE-II) dtd 16.09.2020**. A declaration with regard to this OM should be submitted along with the technical bid.
- L.** Bidders should submit the Manufacturer's Authorization in attached format F (Buyer uploaded ATC Document)
- M.** Bidders should indicate buy back amount in the concerned field available in GeM and Price Format - A
- N.** Bidders should comply additional parameters with regard to DICOM/HL7/IHE requirements uploaded in Additional Scope Work.
- O.** Bidders may please be read as uptime warranty as 95 % instead of 98 % as per bid terms and conditions.

13. **OEM**

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

14. **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.

15. **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

16. **Financial Criteria**

**NET WORTH:** Net Worth of the OEM should be positive as per the last audited financial statement.

17. **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.

18. **Scope of Supply**

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

19. **Forms of EMD and PBG**

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

20. **Forms of EMD and PBG**

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

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

#### 21. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

#### 22. **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-imburse the cost of such service / rectification to the Buyer.

#### 23. **Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

#### 24. **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.

#### 25. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file](#).

## **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. 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.

## **Additional Clause For Comprehensive Maintenance Charges**

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

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

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

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

8.2.The calculation of CMC Charges shall take into account the number of years of warranty and duration

of CMC as specified while creating bid.

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

- (i) Number of years for which CMC required.
- (ii) Number of years of product warranty

The formula for calculating total cost including CMC charges shall be as under:

Total Cost for evaluation=

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

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

If 2 year warranty specified, n shall be 2 and if 5 year warranty specified, n shall be 5. A1, A2, A3, A4 & A5 shall depend on how many years CMC selected. For 3 year CMC, only A1, A2 and A3 factors are to be taken into account and A4 and A5 will not be applicable.

8.4. CMC charges offered for each subsequent year should be same or higher than preceding year.

8.5. The CMC charges shall be offered within range of 3 to 10% of cost of equipment.

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

10. Performance bank guarantee applicable for CMC is to be submitted at start of the CMC and shall be applicable between 2.5% to 5% as specified in bid on total CMC Charges. The PBG submitted after award of contract shall be released only after new PBG for the CMC period is submitted and accepted by buyer/consignee after due verification. Bank guarantee for CMC is to remain valid till completion of CMC period plus one year. The bank guarantee for CMC shall be submitted to buyer directly. In case, seller fails to submit the PBG or does not provide services for the CMC contract after expiry of warranty period then PBG of equipment shall be forfeited.

11. In case of splitting of order quantity, equipment cost and CMC charges offered by L1 bidder shall be matched by higher quoting eligible bidders on one-to-one basis. The equipment cost and CMC charges (year to year) shall be matched individually.

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

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

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

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

in accordance with the laws. जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश 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---