





## बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details			
बिड बंद होने की तारीख/समय /Bid End Date/Time	23-09-2025 12:00:00		
बिड खुलने की तारीख/समय /Bid Opening Date/Time	23-09-2025 12:30:00		
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)		
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Science And Technology		
विभाग का नाम/Department Name	Department Of Science And Technology (dst)		
संगठन का नाम/Organisation Name	Sree Chitra Tirunal Institute For Medical Sciences And Technology (sctimst)		
कार्यालय का नाम/Office Name	Thiruvananthapuram		
कुल मात्रा/Total Quantity	1		
वस्तु श्रेणी /Item Category	PRESSURE INJECTOR FOR CARDIAC ANGIO		
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Pressure injector		
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	CADAVEROUS INJECTOR, Portable Fire Extinguishers (V2) as per IS 15683:2018, Injector Diagnosis and Cleaning System Kit For Educational Purpose, Pressure Sensor, blood pressure recording units, Pressure Calibrator, Pressure Transducers, Pressure Plate, High Pressure Washer, intracompartmental pressure monitoring set accessories (Pressure Monitoring Line)		
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Pressure Calibrator     Angiography and DSA Lab Equipment, Bi-Plane (Cath Lab		
वर्षों के अनुभव के लिए एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience	Yes   Complete		
वर्षों के अनुभव के लिए स्टार्टअप को छूट प्राप्त है / Startup Exemption for Years Of Experience	Yes   Complete		
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	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),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		

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 मेन् 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	3	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7	
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No	
व्यापक रखरखाव शुल्क आवश्यक / Comprehensive Maintenance Charges Required	Yes	
बिड का प्रकार/Type of Bid	Two Packet Bid	
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	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	
अनुमानित बिड मूल्य /Estimated Bid Value	1400000	
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation	
वितीय दस्तावेज की आवश्यकता है / Financial Document Required	Yes	
मध्यस्थता खंड/Arbitration Clause	itration Clause No	
सुलह खंड/Mediation Clause	iation Clause No	

## ईएमडी विवरण/EMD Detail

भावश्यकता/Required	No
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# 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).	26

(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, SCTIMST

Thiruvananthapuram, Department of Science and Technology (DST), Sree Chitra Tirunal Institute for Medical Sciences and Technology (SCTIMST), Ministry of Science and Technology (Director, Sctimst)

#### 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 DPIIT registered Startup, the bidder shall be exempted from the 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.
- 3. 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.
- 4. 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 validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

#### PRESSURE INJECTOR FOR CARDIAC ANGIO (1 pieces)

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

## तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer	Download
Specification Document	<u>Download</u>

व्यापक रखरखाव / Comprehensive Maintenance	
Warranty of required product	2 Year
Comprehensive Maintenance Duration (Post Warranty)	5 Year

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

#### 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	Shiju V S	695011,Sree Chitra Tirunal Institute For Medical Science and Technology,Medical College PO, Trivandrum	1	30

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

#### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% 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.

#### 2. 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.

#### 3. 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.

#### 4. 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.

#### 5. **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.

#### 6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- A. Bidders are advised to quote prices as per technical specification. However det ailed breakup of quoted prices should be provided in Price Format A 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 must match with the price quoted in GeM portal. Bidders should not include price bid in the technical bid. The Price formats A, B, C, D and E to be submitted along with financial bid only. If any of the price components disclosed in the technical bid, the bid will summarily be rejected and the bidder will be DISQUALIFIED from further bidding process.
- B. The Bidders are advised to quote price of Spare parts, Consumables in the atta ched format "B" and "C" accordingly and uploaded 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. The two years warranty sought for is OEM/bidder free warranty without any ad ditional cost towards extended warranty to fulfil the tender condition. The charg es, if any, claimed by the bidder towards warranty in this regard and included in the product cost in Price Format -A should be mentioned in the price format D a lso, and uploaded the same in the prescribed place (Financial Document Requir ed). This warranty charges shall not be considered for calculating actual CAMC value to be payable after warranty period. Where the total cost does not include such warranty charges, the bidder shall submit a declaration- "Certify that the E guipment/accessories guoted in the bid is having OEM/bidder free warranty of t wo years and the total cost quoted in the bid does not include any warranty cha rges to fulfil the tender condition of three year warranty". This declaration shall be furnished along with the Technical bid in format G. False declaration may lea d to rejection of bid. In the case of agents quoting on behalf of their foreign prin cipal, proforma invoice from the OEM (Foreign principal company) indicating the nature of after sale service including warranty condition and commission payabl e to the Indian agent shall be furnished along with the price bid.
- D. The warranty period for the item is for 2 years and CAMC period is for 5 years. As per the Institutes general policy, the maximum CAMC charges after warranty period will be 5% of the cost of the equipment. However the bidders can quote CAMC charges in the range of 3 to 10 % of the cost of equipment, depending on the nature of equipment to be maintained.
- E. The CAMC charges shall be quoted in percentage rate in GeM bid and escalatio n in CAMC charges shall be allowed at maximum 5% after every three years of CAMC.
- F. This CAMC charges at Net Present Value shall be taken into account for arrivin g the lowest responsive bidder. The actual CAMC value to be payable after warr anty period shall be separately worked out based on the "Cost of the equipment for CAMC calculation" and shall be furnished in "Format -E" and uploaded the s ame in the prescribed place (Financial Document Required). The year wise rate percentage of CAMC quoted in the bid for L1 evaluation should be used for calculating the actual CAMC value.
- G. The "cost of the equipment for CAMC calculation" shall not include additional warranty cost (if any), cost towards Installation, Commissioning and Testing (in addition to the original equipment cost of the OEM), cost of transportation, including import customs duty, Agency commission, any specific excluded items from CAMC as per the tender condition and GST included in the product cost quote d.
- H. The cost of the equipment for CAMC calculation shall be mandatorily furnished in format D.
- I. The warranty and CAMC condition as given above should be applicable for the third party items, if any supplied. The successful bidder shall furnish the agree ment executed in this regard with the third parties as and when called for. The genuineness of price quoted for the equipment / accessories are very important and this price shall not be loaded with any other cost.
- J. The successful bidder shall enter into CAMC 3 (three) months prior to the comp letion of warranty period. The CAMC will commence after the date of expiry of w arranty period from the date specified in the work order and as per the terms a nd conditions issued in this regard, which will be treated as the first year of CAM C. This tender will form part of the CAMC work order.

## K. Penalty clause:

- i. **Delay in Delivery:** If the supplier fails to deliver or install/co mmission 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:
  - i. Imposition of liquidated damages,
  - ii. Forfeiture of its Performance Security and
  - iii. Termination of the Contract for default
- ii. **Performance (during Warranty period)** Supplier should en sure uninterrupted service delivery of the equipment or product duri ng the warranty period. In this regard following conditions also may be noted:
  - i. In case of failure of equipment or its components, bre akdown call has to be attended within 48 hours of intimation and will be rectified in due course.
  - ii. In case of non-adherence to clause (i) above, downti me penalty will be realised a sum equivalent either the repairing charges met by the Institute to set right the equipment or 0.1 percent per day of cost of the equipment, whichever is higher, from the date of report of breakdown by way of deductions from SD/Performance Bank Guarantee.
  - iii. The time spent on the repair work will be added to the warranty period of the equipment.

## iii. Performance (during CMC/AMC period):

- i. Uptime means 95 percent of total days in a year during which the equipment remains functional.
- ii. Down time means any shortage in achieving the up-ti me
- iii. Down time penalty will be levied as per following term s and condition:
- iv. In the case of CMC, it shall be the responsibility of the service provider to set right the equipment and avoid down ti me. Down time penalty will be imposed @ 0.5 percent of cont ract value per day from the service provider.
  - v. In case auxiliary units/components attached to the ma

in equipment undergoes failure and the main equipment provides uninterrupted services, down time penalty will be im posed @ 0.1 percent of contract value per day per auxiliary u nit from the service provider.

vi. Service provider should ensure rectification of defect of equipment within a reasonable period in the case of Labour Annual Maintenance Contract. In case break down is not attended within 48 hours of intimation, down time penalty will be imposed @ 0.5 percent per day of contract value from the service provider.

## L. Qualification criteria

- i. The bidder must be a manufacturer or their authorized agents having a place of business in any state of India are eligible to partici pate in this bid. The bidders should submit "Manufacturer's Authoriz ation Form" for each items quoted and shall be submitted along wit h technical bid, as per the format enclosed in the bid document (For mat "F").
- ii. MII declaration should be furnished in the attached format alon g with bid document "Format H"
- iii. Restrictions under Rule 144 (xi) of GFR 2017 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 A uthority (i.e Registration Committee constituted by Department for Promotion of Industry and Internal Trade (DPIIT)). The bidder should furnish a declaration to this effect in FORMAT-I.
- iv. Bidders shall submit the compliance statement of the technical specification (in Bidder uploaded ATC), dully filled and signed along with the technical bid.
- M. Bidders may please be read as uptime warranty as 95 % instead of 98 % as per bid terms and conditions.
- N. SCTIMST reserves the right to ask for a free demonstration of the quoted equip ment/ items after giving reasonable time to the bidder at a pre -determined pla ce acceptable to the purchaser or at a site (in case of non-portable and heavy e quipment) for evaluating the technical compatibility as per the bidding docume nt specifications, professionalism and quality of work of the bidder for technicall y qualifying for opening the Price Bid. SCTIMST reserves the right to accept/ reje ct the bid based on the product/ site evaluation as stated above.
- O. List of documents to be attached along with bid.
  - i. Along with Technical Bid Format F, G , H,I and Compliance Sh eet
  - ii. Along with Price bid Format A, B, C, D and E
- P. On-site installation required.
- Q. For all disputes arising out of this contract the legal jurisdiction will be Thiruva nanthapuram.

- R. Payment Terms: 100% payment will be paid after satisfactory installation and commissioning of equipment along with submission of "Installation Report" to be e issued by user department and DCE.
- S. Delivery and Installation should be completed within 30 days from the date of issue of GeM Contract.

# <u>Bidders should comply the specifications mentioned below</u> -(PRESSURE INJECTOR FOR AN GIOGRAPHY (Pressure injector for cardiac angiography)

- 1. Microprocessor-controlled compact, powerful digital high-pressure injector, suitable for procedures in digit al subtraction angiography.
- 2. There should be automatic protection for overflow, over volume and over pressure.
- 3. Syringe: 150 ml polypropylene disposable 100 pcs to be provided.
- 4. The make and the model shall be clearly indicated
- 5. It should be pedestal version, smaller footprint, a flexible articulating arm and a smooth arc design.
- 6. Clearly visible and intuitive user interface that guides through the proper setup.
- 7. Should have a syringe front-load system for simple insertion and clean removal
- 8. Pedestal contrast medium injector can be positioned anywhere at the patient positioning table on a mobil e unit
- 9. For direct operation of all functions in the examination room.
- 10. There should be a facility to control the flow rate of contrast during injection
- 11. Pressure limit: selectable, ranging at least from 50 psi to 1200 psi.
- 12. Flow rate: at least 0.1 ml/sec up to 40 ml/sec.
- 13. Programmable control: Minimum up to 6 different flow-rate, volumes and/or delays and transition time for one automatic injection series.
- 14. Timer synchronization of injection to image acquisition with variable delay.
- 15. Syringe heater to maintain preheated contrast at body temperature
- 16. Indicator light to indicate injector ready or in progress.
- 17. Scale reading indicating amount of contrast in syringe.
- 18. There should be a colour touch screen in the console room
- 19. The unit should be synchronized with the application
- 20. LED display for ensuring proper orientation for viewing of the power head in rotation; indicates programm ed protocol and volume remaining in the syringe. the information needed must be highlighted
- 21. Control bar for easy one finger operation, variable speed control of ram for syringe filling, pull-back, or infusion
- 22. Should provide a clear view of the contrast.
- 23. Air detection and warning system to detect empty syringes and air bolus
- 24. The pressure sensitive touch screen display
- 25. Protocol manager to store and recall user defined protocols
- 26. Single button for switching between angio and CT modes

Warranty: The equipment must come with two years comprehensive warranty and 5 years CAMC with 10 years of service support from the date of installation. CAMC rates must be mentioned in the quote f

rom third year onwards. CAMC should be extendable upto 10 years from the date of installation.

7. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

#### 8. Rate Contract

**Demurrage charges** In case the rejected items are not lifted by the firm within 48 hrs, the demurrage charges at the rate of 0.5% of total contract value will be charged per day. In case the items are not lifted within a month, the same will be destroyed by the station board of officers and no claim will be admitted. Demurrage charges. In case the rejected items are not lifted by the firm within 48 hrs, the demurrage charges at the rate of 0.5% of total contract value will be charged per day. In case the items are not lifted within a month, the same will be destroyed by the station board of officers and no claim will be admitted.

#### 9. 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

#### 10. 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.

## 11. 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.

## 12. 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

as per specifications

(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).

## 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 <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
- 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.

## **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 guoted.
- 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 includingCMC and then show the inter-se-ranking of the bidders. The following are the variables
  - (i) Number of years for which CMC required.
  - (ii) Number of years of product warranty

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

Total Cost for evaluation=

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

- C Cost for equipment quoted and n shall be number of years of product warranty specified.
- If 2 year warranty specified, n shall be 2 and if 5 year warranty specified, n shall be 5. A1,A2, A3, A4& A5shall 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 25% 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 10% as specified in bid on total CMC Charges. The PBG submitted after award of contract shall be released only after new PBG for the CMC period is submitted and accepted by buyer/consignee after due verification. Bank guarantee for CMC is to remain valid till completion of CMC period plus one year. The bank guarantee for CMC shall be submitted to buyer directly. In case, seller fails to submit the PBG or does not provide services for the CMC contract after expiry of warranty period then PBG of equipment shall be forfeited.
- 11.In case of splitting of order quantity, equipment cost and CMC charges offered by L1 bidder shall be matched by higher quoting eligible bidders on one-to-one basis. The equipment cost and CMC charges (year to year) shall be matched individually.
- 12. The CMC Contract shall be an offline contract to be handled by buyer. The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user and scope of CMC will be as per para 1 above.
- 13.CMC Charges are inclusive of all the charges for Transportation, Lodging, Boarding, all insurances including

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

All GeM Sellers / Service Providers 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---