

**बिड दस्तावेज़ / Bid Document**

| बिड विवरण / Bid Details                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| बिड बंद होने की तारीख/समय / Bid End Date/Time                                                   | 27-06-2026 17:00:00                                                                                                                                                                                                                                                                                                                                                                                                                            |
| बिड खुलने की तारीख/समय / Bid Opening Date/Time                                                  | 27-06-2026 17:30:00                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 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                                                                                                                                                                                                                                                                                                                                                                                                                             |
| शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal                          | purchase2@sctimst.ac.in                                                                                                                                                                                                                                                                                                                                                                                                                        |
| कुल मात्रा / Total Quantity                                                                     | 1                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| वस्तु श्रेणी / Item Category                                                                    | DSA COMPATIBLE C ARM WITH OT TABLE                                                                                                                                                                                                                                                                                                                                                                                                             |
| GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS                             | DSA COMPATIBLE C ARM WITH OT TABLE                                                                                                                                                                                                                                                                                                                                                                                                             |
| GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS                            | Stainless Steel Dining Table With Fixed Chair, OT Table positioning Pads, Modular Table / Meeting Table / Centre Table (V2)                                                                                                                                                                                                                                                                                                                    |
| अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification       | <ul style="list-style-type: none"> <li>300mA X - Ray Machine (V2)</li> </ul>                                                                                                                                                                                                                                                                                                                                                                   |
| वर्षों के अनुभव के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience         | Yes   Complete                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| वर्षों के अनुभव के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Years Of Experience | Yes   Complete                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| विक्रेता से मांगे गए दस्तावेज़ / Document required from seller                                  | <p>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</p> <p>*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</p> |

| बिड विवरण/Bid Details                                                                                                                                                                                                    |                                                                                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों 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 स्वतः नहीं बढ़ाने के लिए आवश्यक बिड 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                                                                                                                                                                      |
| ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count                                                                                                                                            | 1                                                                                                                                                                      |
| बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled                                                                                                                                                                       | Yes                                                                                                                                                                    |
| रिवर्स नीलामी योग्यता नियम/RA Qualification Rule                                                                                                                                                                         | H1-Highest Priced Bid Elimination                                                                                                                                      |
| 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                                                                                        | 3 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                                                                                                                                                                                 | 25000000                                                                                                                                                               |
| 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

|                             |                     |
|-----------------------------|---------------------|
| एडवाइजरी बैंक/Advisory Bank | State Bank of India |
| ईएमडी राशि/EMD Amount       | 625000              |

#### 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). | 38                  |

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। 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।/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.

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

(c). ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

#### 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)

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

#### एमआईआई खरीद वरीयता / MII Purchase Preference

|                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| एमआईआई खरीद वरीयता / MII Purchase Preference                                                                                                                                                                                                                                                                                                                                              | Yes                                                                                                                                                          |
| मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में है / Purchase Preference to MII sellers available upto price within $L1+X\%$                                                                                                                                                                                                                      | 20                                                                                                                                                           |
| मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference                                                                                                                                                                                                                                                 | 50                                                                                                                                                           |
| सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time) | No, we have got exemption from competent authority as defined in Dept of Expenditure OM dated 28.5.2020 : DOE Order (as amended and applicable time to time) |

#### एमएसई खरीद वरीयता/MSE Purchase Preference

|                                           |     |
|-------------------------------------------|-----|
| एमएसई खरीद वरीयता/MSE Purchase Preference | Yes |
|-------------------------------------------|-----|

|                                                                                                                                                                                                           |    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$           | 15 |
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference | 25 |

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
3. 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. 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 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
4. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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. 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 in case of product bids, whereas in case of services the eligibility is automatically validated. 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.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.

6. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

#### Pre Bid Detail(s)

| मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time | प्री-बिड स्थान/Pre-Bid Venue                                                                                                                     |
|---------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| 10-06-2026 15:00:00                               | Mini Conference Hall, 3rd Floor, AMCHSS, SCTIMST. Queries if any should be forwarded to email "purchase2@sctimst.ac.in" on or before 09.06.2026. |

#### DSA COMPATIBLE C ARM WITH OT TABLE ( 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 Specification Document | <a href="#">Download</a> |
|---------------------------------------------------------|--------------------------|

| व्यापक रखरखाव / Comprehensive Maintenance          |        |
|----------------------------------------------------|--------|
| Comprehensive Maintenance ( Minimum Percentage )   | 3 %    |
| Comprehensive Maintenance ( Maximum Percentage )   | 25 %   |
| 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

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

| क्र.सं./S.N o. | प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|----------------|----------------------------------------------------------|-------------|------------------|------------------------------|
|----------------|----------------------------------------------------------|-------------|------------------|------------------------------|

| क्र.सं./S.N<br>o. | प्रेषिती/रिपोर्टिंग<br>अधिकारी /Consignee<br>Reporting/Officer | पता/Address                                                                                                     | मात्रा /Quantity | डिलीवरी के दिन/Delivery<br>Days |
|-------------------|----------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|------------------|---------------------------------|
| 1                 | Shiju V S                                                      | 695011,Sree Chitra Tirunal<br>Institute For Medical Science<br>and Technology,Medical<br>College PO, Trivandrum | 1                | 90                              |

## क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/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  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , 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. 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.

### 4. 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

Director, SCTIMST, Trivandrum

. 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

### 5. 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.

## 6. **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.

## 7. **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 specification

(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).

## 8. **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.

## 9. **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 %.

## 10. **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](#)

## 11. **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 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 attached 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 three years warranty sought for is OEM/bidder free warranty without any additional cost towards extended warranty to fulfil the tender condition. The charges, 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 also, and uploaded the same in the prescribed place (Financial Document Required). 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 Equipment/accessories quoted in the bid is having OEM/bidder free warranty of three years and the total cost quoted in the bid does not include any warranty charges 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 lead to rejection of bid. In the case of agents quoting on behalf of their foreign principal, proforma invoice from the OEM (Foreign principal company) indicating the nature of after sale service including warranty condition and commission payable to the Indian agent shall be furnished along with the price bid.
- D. 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 escalation 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 arriving the lowest responsive bidder. The actual CAMC value to be payable after warranty 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 same 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 quoted.
- 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 agreement 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 completion of warranty period. The CAMC will commence after the date of expiry of warranty period from the date specified in the work order and as per the terms and conditions issued in this regard, which will be treated as the first year of CAMC.
- 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/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:
  - 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 ensure uninterrupted service delivery of the equipment or product during the warranty period. In this regard following conditions also may be noted:
  - i. In case of failure of equipment or its components, breakdown 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, downtime 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 uptime
  - iii. Down time penalty will be levied as per following terms and condition:
  - iv. In the case of CMC, it shall be the responsibility of the service provider to set right the equipment and avoid downtime. Down time penalty will be imposed @ 0.5 percent of contract 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 imposed @ 0.1 percent of contract value per day per auxiliary unit 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 participate in this bid. The bidders should submit "Manufacturer's Authorization Form" for each items quoted and shall be submitted along with technical bid, as per the format enclosed in the bid document (Format "F").

ii. EMD should be submitted along with technical bid. 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 manufactures are eligible for exemption from EMD.**

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 Authority (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-H.

iv. Bidders shall submit the compliance statement of the technical specification (in Bidder uploaded ATC, FORMAT -I), duly filled and signed along with the technical bid.

v. Integrity Pact Agreement will form part and parcel of this tender. It is mandatory to enclose the Integrity Pact Agreement along with the technical bid. Independent External Monitors:

1. **Shri Pramod Kumar Garg, CE & MES (Retd) Email: [pkgarg.1957@gmail.com](mailto:pkgarg.1957@gmail.com) Ph:9810778058**

2. **Shri OtemDai, IAS (Retd) email: [otemdai@hotmail.com](mailto:otemdai@hotmail.com) Ph:9402277510/9717700275**

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 equipment/ items after giving reasonable time to the bidder at a pre-determined place acceptable to the purchaser or at a site (in case of non-portable and heavy equipment) for evaluating the technical compatibility as per the bidding document specifications, professionalism and quality of work of the bidder for technically qualifying for opening the Price Bid. SCTIMST reserves the right to accept/ reject

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, EMD receipt and Integrity Pact
  - 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 Thiruvananthapuram.
- R. Payment Terms: 100% payment will be paid after satisfactory installation and commissioning of equipment along with submission of "Installation Report" to be issued by user department and DCE.
- S. Delivery and Installation should be completed within 90 days from the date of issue of GeM Contract.
- T. As per OM No. F.4/1/2023-PPD(pt.) dated 28.06.2024 from the Ministry of Finance, GOI, approval for the relaxation under Rule 161(iv) of GFR 2017 for issuance of GTE for procurement of Medical Devices. Hence, non local suppliers can also participate together with local suppliers in the tender.
- U. Company should possess a valid CDSCO license to sell the equipment in India (Import or Indigenous). Copy of the same should be provided along with the tender document.

V. **BIDDER SHOULD COMPLY THE SPECIFICATIONS MENTIONED BELOW:**

DSA COMPATABLE C-ARM WITH COMPATABLE OT TABLE

| Sr. No. | Technical Specification                                                                                                                                 |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.      | State-of-art with latest technology Digital Mobile C-arm Fluoroscopy Unit With Flat Panel Detector.                                                     |
| 2.      | It is preferable that Principal /authorized dealer should participate directly in order to ensure regular and continuous service.                       |
| 3.      | Offered system must be USFDA / European CE certified if there is no valid Indian Standards available. Certificates must be enclosed along with the bid. |
|         | <b>The system should have the following essential features:</b>                                                                                         |

|           |                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>A.</b> | <b>Generator &amp; X ray tube:</b>                                                                                                                                                                                                                                                                                                                                                                                           |
| 1.        | <p>Generator should be microprocessor controlled convertor type with following modes</p> <ul style="list-style-type: none"> <li>-Continuous Fluoroscopy</li> <li>-Digital Pulsed Fluoroscopy</li> <li>-Digital Radiography mode</li> <li>-Digital subtraction mode.</li> </ul>                                                                                                                                               |
| 2.        | <p>The range of KV should be 40-110 KV or better for each mode. Give details of :</p> <ul style="list-style-type: none"> <li>-mA for each mode</li> <li>-Pulse width</li> <li>-Pulse rate</li> </ul>                                                                                                                                                                                                                         |
| 3.        | Generator Output should be 25 KW or more and 40kHz frequency or higher                                                                                                                                                                                                                                                                                                                                                       |
| 4.        | The Generator should be capable of providing Pulse Fluoroscopy with Pulse rates 1 to 15 frames / sec or more.                                                                                                                                                                                                                                                                                                                |
| 5.        | <p>X-ray tube should be rotating anode type and should have:</p> <p>Dual Focal spots of 0.3 &amp; 0.6 mm or better and suitable for Fluoroscopy and Radiography</p> <p>Nominal X-ray tube voltage 110 KV or more</p> <p>Overall filtration should be more than 4.0 mm Al equivalent</p> <p>Automatic Dose Control</p> <p>Anode heat storage capacity 300 KHU or higher</p> <p>Anode cooling capacity 70KHU/min or higher</p> |
| 6.        | <p>Collimator unit: Shutters/Diaphragm for symmetric radiation free collimation</p> <p>Collimator, Shutters to be adjusted based on LIH from the table side or C-arm stand touch screen.</p>                                                                                                                                                                                                                                 |
| 7.        | Grid details to be provided. Detachable grid would be preferable                                                                                                                                                                                                                                                                                                                                                             |

|           |                                                                                                                                                                                                                                                                                                                                                                         |
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| 8         | If the generator is imported from other Country, complete specifications of data sheet from the principal manufacturer with an undertaking from them stating spares/parts of the generator would be made available for next 10 years to be attached with the BID. • The company should be ISO 9001:2015 certified with model of the detector should be mentioned in it. |
| <b>B.</b> | <b>C-Arm: Fully counterbalanced C-Arm movement with electro mechanical or electromagnetic brakes.</b>                                                                                                                                                                                                                                                                   |
| 1.        | All movements should be motorized rotation movement: +/- 200 degrees or better<br>Angulation: +90 /- 50 degrees or better<br>Motorized vertical C-arm travel capability: 40 cms or more<br>Longitudinal /<br>Horizontal movement : Please specify the range                                                                                                             |
| 2.        | Swivel range at least of +/- 10 Degree                                                                                                                                                                                                                                                                                                                                  |
| 3.        | Source to detector distance of 95 cm or better                                                                                                                                                                                                                                                                                                                          |
| 4.        | C-Arm Depth - 67 cm or more                                                                                                                                                                                                                                                                                                                                             |
| 5.        | The system should provide side to side(wig-wag) and horizontal travel movements to allow panning during an imaging                                                                                                                                                                                                                                                      |
| <b>C.</b> | <b>Flat Detector System:</b>                                                                                                                                                                                                                                                                                                                                            |
| 1.        | The system should have a Flat Detector of CSI with Amorphous Silicon/CMOS /IGZO technology.                                                                                                                                                                                                                                                                             |
| 2.        | The size of the detector should be at least 30x 30 cm or more.                                                                                                                                                                                                                                                                                                          |
| 3.        | The pixel size should be 160microns or less.                                                                                                                                                                                                                                                                                                                            |
| 4.        | DQE should be $\geq 70\%$                                                                                                                                                                                                                                                                                                                                               |
| 5.        | Image Matrix size should be minimum 1500 x 1500 or more, Higher will be preferred                                                                                                                                                                                                                                                                                       |

|           |                                                                                                                                                                                                                                                         |
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| 6.        | Analog to digital conversion should be 16 bit or better                                                                                                                                                                                                 |
| <b>D.</b> | <b>Display</b>                                                                                                                                                                                                                                          |
| 1.        | The system should be equipped with two high resolution of size at least 18" or more LCD/TFT monitors with Image matrix at least 1024 X 1024. Medical grade monitors OR 01No. 27" high resolution monitor with split screen for live & reference images. |
| 2.        | The system should provide a Last Image Hold Capability that the last image is displayed on the active monitor after the termination of an exposure.                                                                                                     |
| 3.        | The system shall allow the user to change the Image Orientation on the display screen during live exposure or using the last image hold. Those functions include image rotation, left to right and top to bottom image reversals.                       |
| <b>E.</b> | <b>Digital System &amp; Image Management:</b>                                                                                                                                                                                                           |
| 1.        | Must be Fully Digital Continuous Imaging Chain for Acquisition, Processing, Storage, Archiving & Documentation.                                                                                                                                         |
| 2.        | Alphanumeric keyboard for entering patient data and for image annotation etc.                                                                                                                                                                           |
| 3.        | The system should have multi patient data base for handling large quantities of image including Dose Management Report.                                                                                                                                 |
| 4.        | The system should Automatically select proper imaging parameters, kVp and mA during imaging, but also provide the user to override these settings manually.                                                                                             |
| 5.        | The system should provide with metal artifact reduction software.                                                                                                                                                                                       |
| 6.        | Real time and Automatic Brightness and Contrast should be provided to optimize images.                                                                                                                                                                  |
| 7.        | Touch screen with preview image facility to be mounted on C-arm should be provided.                                                                                                                                                                     |
| 8.        | Additional touch screen should be mounted on the table side c-arm. Both the touch screens should offer same functionality.                                                                                                                              |

|           |                                                                                                                                                                                                                     |
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| 9.        | Annotation, measurement of angles and distances.                                                                                                                                                                    |
| 10.       | Should offer single shot capture for static anatomies during fluoroscopy.                                                                                                                                           |
| 11.       | Should be able to use previous DSA images as roadmap.                                                                                                                                                               |
| 12.       | Both CO2 and Iodine contrast modes should be available in vascular package.                                                                                                                                         |
| 13.       | Video output digital                                                                                                                                                                                                |
| 14.       | System should be able to see live images like ultrasound, endoscopy etc., in the second monitor.                                                                                                                    |
| 15.       | Disk storage of minimum of 50,000 2D images in at least 1K X 1K matrix                                                                                                                                              |
| 16        | Facility for data retrieval on CD/ DVD/ USB drive                                                                                                                                                                   |
| <b>F.</b> | <b>Digital Subtraction Angiography (DSA) package</b> with features like DSA real time subtraction with re-masking capability, road mapping, Edge enhancement, pixel shifting etc.DSA should be offered as standard. |
| <b>G.</b> | <b>Image Documentation:</b>                                                                                                                                                                                         |
| 1.        | The unit should be DICOM ready.                                                                                                                                                                                     |
| 2.        | Should be possible to archive images on CD R/W DICOM 3 format +USB Port.                                                                                                                                            |
| <b>H</b>  | <b>Essential Accessories:</b>                                                                                                                                                                                       |
| 1         | Lead Aprons: 6Nos.                                                                                                                                                                                                  |
| 2.        | Thyroid Shield: 6 Nos.                                                                                                                                                                                              |
| 3.        | Gonad Shield: 6 Nos.                                                                                                                                                                                                |
| 4.        | Lead Spectacles: 6 Nos.                                                                                                                                                                                             |

|           |                                                              |                           |
|-----------|--------------------------------------------------------------|---------------------------|
| 5.        | Lead caps: 6 Nos.                                            |                           |
| 6.        | Metal stand to hold at least 5 Lead aprons.                  |                           |
| 7         | Sterile C Arm Covers- 50 Nos                                 |                           |
| <b>I.</b> | <b>Specifications of Radiolucent Operating Table</b>         |                           |
| 1         | Length of table-top                                          | Approx: 960 mm            |
| 2         | Length of head section                                       | Approx: 300 mm            |
| 3         | Length of leg section                                        | Approx: 700 mm            |
| 4         | Width of table-top                                           | Approx: 550 mm            |
| 5         | Overall width                                                | Approx: 610 mm            |
| 6         | Table footprint (length x width)                             | Approx: 1,140 mm x 705 mm |
| 7         | Diameter of double castors                                   | Minimum: 125 mm           |
| 8         | Height adjustment range (w/o pads)                           | Approx: 550 mm - 1,050 mm |
| 9         | Longitudinal shift function                                  | Approx: 400mm or more     |
| 10        | Trendelenburg                                                | Approx: 25°               |
| 11        | Reverse Trendelenburg,                                       | Approx: 25°               |
| 12        | Lateral adjustment,                                          | +/- 20°                   |
| 13        | Radiolucent area with longitudinal shift                     |                           |
| 13a       | With head & leg sections and back section extension, totally | Approx: 2,100 mm          |
| 13b       | With carbon plate continuous radiolucent area                | Approx: 1,680 mm          |
| 14        | Back section                                                 | Approx: - 40°/+ 70°       |
| 14a       | with shoulder surgery plate                                  | Approx: - 20°/+ 90°       |



|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                       |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 14b | Inclination of leg section                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Approx: - 90°/+ 70°   |
| 15  | Leg plates                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Single Unit           |
| 16  | Inclination of head section                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Approx: - 45°/+ 25°   |
| 17  | Tilt angle of head section pad                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Approx: 25°           |
| 18  | Safe working load (dynamic) up to                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Approx: 360 kg        |
| 19  | Battery operation                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                       |
| 19a | Integrated battery charger/mains adaptor                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |
| 19b | Emergency operation via mains power supply                                                                                                                                                                                                                                                                                                                                                                                                                                          |                       |
| 19c | Mechanical emergency override of all hydraulic functions                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |
| 20  | Voltage range of mains adaptor                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 115 V/230 V, 50/60 Hz |
| J.  | <b>Other features:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                       |
|     | Quoted CARM should comply with AERB guidelines and AERB type approved.                                                                                                                                                                                                                                                                                                                                                                                                              |                       |
| K.  | <b>Warranty and CMC</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                       |
| 1.  | Warranty should be for a period of 3 (three) years from the date of successful installation of the system. Comprehensive onsite warranty of entire system (Spares and labour) includes X-ray tube, detector, UPS and all items also please quote Comprehensive Maintenance Contract (CMC) including Spares and Labour for next 7 (Seven) years for all the supplied items. The replacement of battery of UPS should be the scope of the vendor during the warranty and CAMC period. |                       |
| 2.  | 95% uptime guarantee should be given over a period of 365 days. In case down time exceeds 5%, penalty in the form of extended warranty, double the number of days for which the equipment goes out of service will be applied.                                                                                                                                                                                                                                                      |                       |
| M.  | <b>General requirements:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                       |

|    |                                                                                                                                                                                                                                              |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | The supplier should provide onsite operational and maintenance training to doctors and technicians by the company application engineers /clinical specialist for one week on site.                                                           |
| 2. | The supplier should provide maximum 2 numbers preventive maintenance during warranty and CAMC period. Any civil and electrical modifications required for the available site, as per AERB, the same should be arranged by the vender itself. |

12. **Buyer Added Bid Specific ATC**

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

13. **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.

14. **Rate Contract**

Bidder's offer is liable to be rejected if they dont upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

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. **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.

17. **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.

#### 18. **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, SCTMST  
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.

#### 19. **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, SCTMST, Trivandrum

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.

### अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.

9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. 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 catalogues 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. 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 15 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 A15 are to be indicated for 6th to 15th 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 up to 50% of cost of equipment as defined by buyer.

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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

**This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.**

**However, in case of Service, if any condition specified in General Terms and Conditions is**

**contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.**

[यह बिड 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---**