

**बिड दस्तावेज़ / Bid Document**

| बिड विवरण/Bid Details  |   |
|--|---|
| बिड बंद होने की तारीख/समय /Bid End Date/Time   | 24-02-2026 13:00:00   |
| बिड खुलने की तारीख/समय /Bid Opening Date/Time  | 24-02-2026 13:30:00   |
| 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 Health And Family Welfare   |
| विभाग का नाम/Department Name   | Department Of Health And Family Welfare   |
| संगठन का नाम/Organisation Name   | All India Institute Of Medical Sciences (aiims)   |
| कार्यालय का नाम/Office Name  | Patna   |
| कुल मात्रा/Total Quantity  | 1   |
| वस्तु श्रेणी /Item Category  | Echo Cardiography Scanning Machine (V2) (Q2)  |
| बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)               | 100 Lakh (s)  |
| मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)                                       | 400 Lakh (s)  |
| उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service               | 3 Year (s)  |
| वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover                 | Yes   Complete  |
| स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover | Yes   Complete  |
| विक्रेता से मांगे गए दस्तावेज़/Document required from seller   | Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting document<br>*In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |

**बिड विवरण/Bid Details**

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|--|--|
| 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  | 2  |
| विगत प्रदर्शन /Past Performance  | 50 %   |
| 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  | 2 Days   |
| निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)                                     | No   |
| मूल्यांकन पद्धति/Evaluation Method   | Total value wise evaluation  |
| वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required  | Yes  |
| मध्यस्थता खंड/Arbitration Clause   | No   |
| सुलह खंड/Mediation Clause  | No   |

**ईएमडी विवरण/EMD Detail**

|                             |               |
|-----------------------------|---------------|
| एडवाइजरी बैंक/Advisory Bank | Bank of India |
| ईएमडी राशि/EMD Amount       | 400000        |

**ईपीबीजी विवरण /ePBG Detail**

|  |               |
|--|---------------|
| एडवाइजरी बैंक/Advisory Bank  | Bank of India |
| ईपीबीजी प्रतिशत (%) / ePBG Percentage (%)                          | 5.00          |
| ईपीबीजी की आवश्यक अवधि (माह) / Duration of ePBG required (Months). | 26            |

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/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.

**लाभार्थी /Beneficiary :**

AIIMS PATNA

Patna, Department of Health and Family Welfare, All India Institute of Medical Sciences (AIIMS), Ministry of Health and Family Welfare  
(Aaims Patna)

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 |
|---|-----|

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|--|----|
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X% | 15 |
| सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE 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 Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. 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.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
6. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
7. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
8. 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.

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

10. 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.

11. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

12. 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:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. 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
- v. 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

## **Echo Cardiography Scanning Machine (V2) ( 1 pieces )**

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

### **तकनीकी विशिष्टियाँ /Technical Specifications**

[\\* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

| <b>विवरण/Specification</b> | <b>विशिष्टि का नाम /Specification Name</b>  | <b>बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)</b> |
|----------------------------|---|--|
| GENERAL                    | Product Description   | Echo Cardiography Scanning Machine                                     |
| Types of Probes & Features | Echocardiography Scanning System should have an option of Cardiac (adult, pediatric), small organs, TEE, vascular | Yes  |

| विवरण/Specification | विशिष्टि का नाम /Specification Name                              | बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)                      |
|---------------------|--|--|
|                     | <b>Cardiac and Vascular Probes Configuration</b>                 | TTE Phased Array, TTE Matrix Array, TEE Phased Array, TEE Matrix Array, Linear Probe |
|                     | <b>TTE(Transthoracic) Probe Type</b>                             | Adult, Pediatric, Neonatal   |
|                     | Adult TTE probe Frequency in MHz                                 | 3 to 5 MHz ( $\pm 2$ )   |
|                     | Pediatric TTE probe Frequency in MHz                             | 5 to 7.5 MHz ( $\pm 2$ )   |
|                     | Neonatal TTE probe Frequency in MHz                              | 5 to 12MHz, ( $\pm 2$ )  |
|                     | <b>TEE Adult Probe biplane and Multiplane frequency, in MHz</b>  | 2 to 7.5 MHz ( $\pm 2$ )   |
|                     | <b>TEE Pediatric Probe Required</b>                              | Yes  |
|                     | <b>TEE Pediatric Probe frequency, in MHz</b>                     | 3 to 8 MHz ( $\pm 2$ )   |
|                     | <b>Linear Probe for linear/vascular applications required</b>    | Yes  |
|                     | <b>Adult/Pediatric Linear probe frequency in MHz</b>             | 5 to 14 MHz ( $\pm 2$ )  |
|                     | <b>No of Adult TTE Probes Required</b>                           | 1  |
|                     | <b>No of Pediatric TTE Probes Required</b>                       | 1  |
|                     | <b>No of Neonatal TTE Probes Required</b>                        | 1  |
|                     | <b>No of Adult TEE Probes Required</b>                           | 1  |
|                     | <b>No of Pediatric TEE Probes Required</b>                       | 1  |
|                     | <b>No of Pediatric 3D/4D TEE Probes Required</b>                 | 1  |
|                     | <b>No of Neonatal TEE Probes Required</b>                        | 1  |
|                     | <b>No of Adult/pediatric Linear Probes supplied</b>              | 1  |
|                     | <b>Dedicated 3D/4D volume imaging for cardiology TTE and TEE</b> | Yes  |
|                     | <b>Live 3 D imaging in color doppler system</b>                  | Yes  |

| विवरण/Specification                   | विशिष्टि का नाम /Specification Name   | बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)                    |
|---------------------------------------|---|--|
|                                       | <b>Colour Doppler system with all application packages ,Quad loop for serial studies with high frame rate revies, harmonic imaging capability in all modes and integrated stress echo package digital storage and retrieval</b> | Yes  |
|                                       | Number of grey shades for sharp contrast resolutions  | 256 or more  |
|                                       | High-definition acoustic zoom provision for enlarging sections of 2D and Colour flow images with more acoustic information for greater clarity and detail while maintaining an optimal frame rate                               | Yes  |
|                                       | Colour Flow Imaging Option  | Yes  |
|                                       | <b>Provision of Tissue Colorization (B-Colour) for improved contrast resolution</b>   | Yes  |
|                                       | <b>Application software</b>   | Adult, Pediatric, Neonatal, Vascular applications and Transesophageal applications |
|                                       | <b>Cine Loop Features</b>   | Yes  |
|                                       | <b>Frame grabber facility for post analysis</b>   | Yes  |
|                                       | <b>Facility of Various maps for pre and post processing</b>   | Yes  |
|                                       | <b>ECG trigger facility</b>   | Yes  |
|                                       | <b>User defined Preset</b>  | Yes  |
|                                       | <b>Dedicated integrated dynamic stress echo package for flexible user defined protocols with stacked sub loops facility and contrast stress protocol usable for stress echocardiography</b>                                     | Yes  |
|                                       | Provision of Tissue movement colorization with quantification possibility for IHD/CAD/Heart Failure patients  | Yes  |
|                                       | <b>Number of transducer/probe ports</b>   | 4  |
| Scan Modes and Performance Parameters | <b>Cardiac 3-D freehand Option</b>  | Yes  |

| विवरण/Specification | विशिष्टि का नाम /Specification Name  | बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values) |
|---------------------|--|---|
|                     | <b>Cardiac 3D/4D automatic Option</b>  | Yes   |
|                     | B-mode   | Yes   |
|                     | M Mode   | Yes   |
|                     | <b>Contrast Harmonic/Agent Imaging with angio mode</b>                                       | Yes   |
|                     | Tissue harmonic imaging mode   | Yes   |
|                     | Provision of Harmonic imaging in TTE, TEE and Linear Probes                                  | Yes   |
|                     | Color Doppler imaging (CDI)  | Yes   |
|                     | <b>Color Doppler 3-D/4-D option</b>  | Yes   |
|                     | Power Doppler imaging (PDI)  | Yes   |
|                     | <b>Power Dopple 3-D/4-D option</b>   | Yes   |
|                     | Continuous wave  | Yes   |
|                     | Pulsed wave  | Yes   |
|                     | Duplex mode  | Yes   |
|                     | Triplex mode   | Yes   |
|                     | Tissue Doppler imaging   | Yes   |
|                     | <b>Contrast-enhanced ultrasound (CEUS) option</b>  | Yes   |
|                     | <b>Tissue synchronization, tissue velocity</b>   | Yes   |
|                     | <b>Cardiac Shear wave elastography</b>   | Yes   |
|                     | <b>Cardiac compression elastography</b>  | Yes   |
|                     | Gain control in two dimensions for additional level of flexibility for image quality control | Yes   |
|                     | Provision for higher resolution  | Real time high frequency 2D                                     |
|                     | Probes supplied shall be in latest generation bandwidth                                      | Yes   |
|                     | <b>Provision for higher sensitivity for low frequency doppler in all probes</b>              | Yes   |
|                     | <b>Latest generation Electronic Phased/sector array Colour Doppler system</b>                | Yes   |

| विवरण/Specification          | विशिष्टि का नाम /Specification Name  | बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)        |
|------------------------------|--|--|
|                              | <b>Number of Channels in color doppler system</b>  | 5000000 or more (if channels are being designated as digital channels) |
|                              | <b>System should be capable of generating real time live 3- D images</b>                           | Yes  |
|                              | Provision of Echocardiographic strain and strain-rate imaging with 2 D imaging                     | Yes  |
|                              | Provision of Echocardiographic strain and strain-rate imaging with 3 D imaging                     | Yes  |
|                              | Compactible with intracardiac Echo(ICE)  | Yes  |
| Image display and processing | <b>DICOM 3 Compliant</b>   | Yes  |
|                              | Adjustable transmit focus  | Yes  |
|                              | <b>Automated B-mode (2-D) image</b>  | Yes  |
|                              | <b>Automated CDI image optimization</b>  | Yes  |
|                              | <b>Automated PW Doppler image optimization</b>   | Yes  |
|                              | Dynamic receive focus  | Yes  |
|                              | Grayscale levels   | 256  |
|                              | Image magnification (zoom)   | Yes  |
|                              | Real-time image  | Yes  |
|                              | Frozen image   | Yes  |
|                              | <b>Touch Screen</b>  | Yes  |
|                              | High Resolution Monitor  | Yes  |
|                              | Provision of Tilt and Swivel monitor should be able to view in all angles and all light conditions | Yes  |
|                              | <b>Monitor display size, cm (in)</b>   | 21 Inch( $\pm 1$ ) Or higher   |
|                              | <b>Split screen</b>  | Twin View and Live Quad Screen   |
|                              | <b>Single/dual monitors</b>  | Dual (image display on touch panel)                                    |
|                              | Depth, cm  | ?30  |
|                              | POST PROCESSING  | Yes  |
|                              | SELECTABLE DYNAMIC RANGE   | Yes  |
|                              | SPECTRUM ANALYZER  | Yes  |

| विवरण/Specification | विशिष्टि का नाम /Specification Name  | बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)  |
|---------------------|--|--|
|                     | DIGITAL IMAGE STORAGE  | Yes  |
|                     | CINE LOOP PLAYBACK   | Yes  |
|                     | Minimum Frame Rate   | >=100  |
|                     | Hard Drive Storage Capacity , GB   | ?128 GB, ?500 GB Or higher   |
|                     | <b>Speckle-tracking strain and strain rate</b>   | Yes  |
|                     | Stress echo  | Yes  |
|                     | Exam Protocol  | Yes  |
|                     | <b>Analysis and calculation packages</b>   | 2-D wall motion tracking, 3-D wall motion tracking, Cardiac, Mitral valve analysis, User-programmable calculations, No |
|                     | Automated  | Yes  |
|                     | Digital calipers   | Yes  |
|                     | Exam Presets   | Yes  |
|                     | Customizable presets   | Yes  |
|                     | On-screen annotation   | Yes  |
|                     | DVD/CD Writer  | Yes  |
|                     | Flash Memory   | Yes  |
|                     | USB connector  | Yes  |
|                     | <b>Type of printer provided with the echo cardio machine</b>                                     | Thermal Printer  |
|                     | Facility for high definition digital acquisition, review and editing of complete patient studies | Yes  |
|                     | Connectivity to PC and Echo cardiography machine   | Through IMS Software   |
|                     | Provision of PC with echo cardio gram machine  | Yes  |
|                     | <b>Type of processor in PC</b>   | i7 or Latest   |
|                     | RAM capacity of PC in GB (hint: In caase PC not provided put zero)                               | >=4  |
|                     | Processor speed in GHZ   | >=3  |
|                     | Frame Grabber incorporated   | Yes  |
|                     | <b>Conectivity between Echo cardiogram and PC</b>  | Through IMS/Equivalent Software  |

| विवरण/Specification       | विशिष्टि का नाम /Specification Name  | बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values) |
|---------------------------|--|---|
|                           | <b>PC with all software inclusive interfaced with echocardiograph machine</b>  | Yes   |
|                           | <b>Inkjet printer provided with computer for reporting</b>   | Yes   |
|                           | CD/DVD Produced should be playable on any system   | Yes   |
|                           | <b>Glossy Colour Print Paper supplied</b>  | 500 sheets  |
|                           | <b>ECG Cable</b>   | 2   |
|                           | <b>Echo cardiography sytem to be DICOM Ready</b>   | Yes   |
|                           | <b>Dicom Interfacability to HIS</b>  | Yes   |
|                           | <b>Dicom Interfacability Dicom to PACS</b>   | Yes   |
|                           | <b>Interfacability Dicom to RIS</b>  | Yes   |
|                           | Echo Cardiography sytem supplied should be upgradable to next generation system on site  | Yes   |
| Power Requiriments        | Power input, VAC   | 220-240VAC, 50Hz fitted with Indian plug                        |
|                           | Resettable over current breaker shall be fitted for protection   | Yes   |
|                           | Power bakup  | UPS   |
|                           | Back up time in minutes  | 30, 60, 90, 120 Or higher ( <b>minute</b> )                     |
|                           | Suitable Servo Controlled Stabilizer / CVT should be provided  | Yes   |
| CERTIFICATION AND REPORTS | Compliance to Medical Device Rules (MDR) 2017 as amended till date   | Yes   |
|                           | Availability of valid Medical Device license for the product issued from the competent authority defined under Drugs and Cosmetic Act 1940 and Rules made there under as amended till date | Yes   |
|                           | Manufacturing unit certification   | ISO:13485 (Latest)  |
|                           | Availability of Test Report for product as per Medical Device Rules (MDR) 2017 as amended till date  | Yes   |

| विवरण/Specification      | विशिष्टि का नाम /Specification Name   | बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values) |
|--------------------------|---|---|
|                          | Conformity to Performance and safety standards specific to the device   | IEC 60601-2-37 or equivalent BIS                                |
|                          | Submission of all necessary certifications, licenses and test reports to the buyer at the time of bid submission and/or along with supplies as per buyer requirement        | Yes   |
| WARRANTY                 | Warranty in years (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)                      | 3.0 (year)  |
| MISCELLANEOUS PARAMETERS | OEM/Reseller shall ensure uninterrupted availability of all spares for 10 years   | Yes   |
|                          | Availability of toll free facility for technical support maintained by OEM or authorized agencies   | Yes   |
|                          | User/Technical/Maintenance manuals to be supplied in English in hard and soft copy  | Yes   |
|                          | Details of equipments and procedures required for local calibration and routine maintenance to be supplied and advanced maintenance task documentation also to be furnished | Yes   |
|                          | Supplier to perform installation, safety and operation checks before handover   | Yes   |
|                          | Training of users in operation and basic maintenance shall be provided  | Yes   |
|                          | Contact details of manufacturer, supplier and local service agent to be provided  | Yes   |
|                          | Certificate of calibration from the manufacturer  | Yes   |

**व्यापक रखरखाव / Comprehensive Maintenance**

|                              |        |
|------------------------------|--------|
| Warranty of required product | 2 Year |
|------------------------------|--------|

**व्यापक रखरखाव / Comprehensive Maintenance**

|  |        |
|--|--------|
| Comprehensive Maintenance Duration (Post Warranty) | 8 Year |
|--|--------|

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

**Additional Specification Parameters - Echo Cardiography Scanning Machine (V2) ( 1 pieces )**

| Specification Parameter Name   | Bid Requirement (Allowed Values) |
|--|----------------------------------|
| Curvilinear Probe for fetal echo required  | Yes                              |
| 2D Linear transducer probe for vascular evaluation required  | Yes                              |
| High Resolution medical grade display monitor  | Yes                              |
| Most advanced software for automated 3D quantification (chamber dimensions, function, dysynchrony) must be offered with advanced quantification software both, on the system and on a licensed workstation At least one additional work station to be provided | Yes                              |
| AI based 3D quantification of left and right sided chambers  | Preferable                       |

\* Bidders offering must also comply with the additional specification parameters mentioned above.

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

| क्र.सं./S.N o. | परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address                                   | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|----------------|---|---|------------------|------------------------------|
| 1              | Neeraj Dwivedi  | 801507,AIIMS, Phulwarisarif, PATNA PIN-851507 | 1                | 90                           |

**Special terms and conditions-Version:1 effective from 15-04-2024 for category Echo Cardiography Scanning Machine (V2)**

1. All Provisions of Drugs and Cosmetics Act, 1940 and Rules (including Medical Device Rule 2017) made there under as amended till date will always be applicable. This will include all notifications issued by Central Drugs Standard Control Organization (CDSCO), Ministry of Health & Family Welfare (MoHFW) and Department of Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers time to time in this regard.
2. The sellers are registered on GeM based on self declaration of valid Medical Device License, product certification, test reports etc. However, buyers must check and validate the details at their end for

- all applicable licenses and certifications e.g., validity and authenticity/genuineness of Medical Device license, product certification, manufacturer certification/licenses, test reports etc.
3. In case of authorized resellers/distributors, it will be the legal & regulatory liability of the manufacturer to ensure that their resellers/distributors are operating in compliance with all relevant laws and regulations and are properly licensed to sell the manufacturer's products, including verifying the validity and authenticity of Medical Device license held by them.
  4. The price offered by the seller/bidder shall not, in any case exceed the DPCO/NPPA controlled price or price fixed by State Government, if any. The seller must reduce the prices if there is any reduction in DPCO/NPPA ceiling price or price fixed by State Government, if any.
  5. Any other Terms and Conditions which is not included or at variance with the conditions specified in STC/GTC, may be added by the buyer through Additional Terms and Conditions (ATC) in the bid to ensure items are procured from authentic/validated source with appropriate and applicable quality. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede specific STC which shall supersede General Terms and Conditions (GTC), whenever there are any conflicting provisions.
  6. **Comprehensive warranty:** Comprehensive warranty shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares. During the warranty period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months. warranty shall not be including the consumables. Further there will be 98% uptime warranty during warranty period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend warranty period by double the downtime period.
  7. **Service centres:** Details of Service outlets in India to render services for equipment to be furnished to buyer/consignees with complete address, telephone numbers, e mails etc at time of making the supplies. It shall be the responsibility of seller to ensure that authorized service centres are available to cater to the areas where supplies are made within reasonable distance from where the service calls can be handled. Details of toll-free numbers for service call and online registration of service requests also to be provided buyer/consignee at the time of supplies.
  8. **Source of supply:** It shall be responsibility of seller to provide Documents regarding source of equipments such as copy of Performa invoice or any other documents to establish that the products supplied are manufactured by OEM indicated and sourced from them.
  9. **Packing and Marking:** Medical equipments being very delicate and sensitive packing for the goods should be strong and durable enough to withstand transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. .The size, weights and volumes of the packing cases, remoteness of the final destination of the goods, availability or otherwise of transport and handling facilities at all points during transit up to final destination,. Quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall take into consideration the type of medical equipments being supplied. The accessories shall be suitably labelled and packed. Each of the package shall be marked on three sides with indelible paint of proper quality: indicating contract number and date, brief description of goods including quantity, Packing list reference number, country of origin of goods and any other relevant details.
  10. **Spare Parts:** Seller shall provide materials, information etc. pertaining to spare parts manufactured and supplied by the OEM. It shall be ensured that the required spares are available for purchase at least for 10 years from date of supplies. In case due to any reasons the production of the spare parts is discontinued sufficient advance notice should be given to the buyer/consignee before such discontinuation to provide adequate time to purchase the required spare parts etc. Further, OEM and their service centres/dealers shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the equipments so that the same are available. OEM or reseller shall always accord most favoured client status to the buyer/consignee and shall give the most competitive price for spares and consumables of its machines/equipments supplied.
  11. **Installation, Training, Manuals:** Seller shall be responsible to carry out Installation & commissioning, Supervision and Demonstration of the goods. They shall provide required jigs and tools for assembly, minor civil works for the completion of the installation and Training of Consignee's representatives for operating and maintaining the equipment and supplying required number of operation & maintenance manual for the goods. In case the category parameters are specifying any requirements regarding the installations, training and manuals the same shall also be applicable.
  12. **Electrical safety checking:** Sellers are required to make sure that they furnish the list of equipments for carrying out routine and preventive maintenance to buyer/consignee .They should make sure to periodically check the electrical safety aspects as per BIS Safety Standards or equivalent .In case they do not have required equipment for such testing should ensure that the equipments checked for electrical safety compliance through labs with facilities for such checking

during every preventive maintenance call.

13. **Software:** All software updates should be provided free of cost during warranty period.

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

1. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
2. If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
3. **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 %.

4. **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.

5. **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](#)

6. **Generic**

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

7. **Generic**

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

8. **Generic**

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

9. **Generic**

**Manufacturer Authorization:** Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

10. **Generic**

**OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 50% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , 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.

**11. Generic**

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

**12. 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.

**13. Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

**14. 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

AIIMS Patna

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.

**15. 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.

**16. Certificates**

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

**17. Turnover**

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last

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

#### 18. **Turnover**

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

#### 19. **Service & Support**

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

#### 20. **Service & Support**

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

#### 21. **Warranty**

Warranty period of the supplied products shall be 2 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

#### 22. **Warranty**

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

#### 23. **Warranty**

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

#### 24. **Past Project Experience**

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document

in support of contract execution like Third Party Inspection release note, etc. Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc.

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

Buyer Added text based ATC clauses

1. L1 will be decided on total value wise i.e. equipment plus CAMC cost. Detailed breakup price of equipment & accessories with CAMC price should be uploaded in pdf format with the financial bid.
2. Demonstration may be asked from the participated bidders during the technical evaluation stage.
3. The payment of Comprehensive Annual Maintenance Contract will be made on half yearly basis after submission of satisfactory functioning report of the Complete System by the officials authorized by the Institute.
4. CAMC cost mentioned in the Contract order or bid document is only for rate fixation and the payment for the CMC charges would be made biannually after rendering of the CMC Services of the relevant CMC period.
5. PBG of CAMC cost only should be submitted by the firm at the time of CAMC agreement.
6. Rates of consumable and accessories should be quoted separately with the bid documents/financial bid and will be frozen for 5 years.
7. Any common parameter displayed under additional specification parameter will supersede the catalogue specification.
8. The item wise price justification of quoted items of same make & model with at least two signed and attested supply order copies (without hidden price) of INI/Govt. Hospital/Govt. Institutions should be submitted with the financial bid.
9. Payment -
  - i) Payment shall be made on receipt of the goods in satisfactory condition and submission of bill with challan.
10. Bidders must deposit the Earnest Money Deposit (EMD) online via NEFT/RTGS/internet banking to the following account and Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid :-
  - Beneficiary Name: AIIMS Patna
  - Bank Name: Bank of India
  - IFS Code: BKID0005793
  - Account No: 579310110002528
11. One Bid per Manufacturer: An OEM can either participate directly or can only

y authorize one bidder to quote on their behalf. In case of submission of multiple offers by an OEM, directly or through its authorized agent(s), all such offers are liable to be rejected.

Delivery & Installation Period – The supply, installation and commissioning of the item must be completed within 75 days. LD will be charged as per clause 23 on total, in case of delay in any part.

Rejection of bids – i) Bid is incomplete or not submitted in prescribed format. ii) If convicted earlier for fraudulent practice. iii) If furnishes any false/ misleading information.

**12. CDSCO: Bidders must submit valid CDSCO License(s) / State Licensing Authority (SLA) License(s) applicable to the category/ class of the Medical device being offered.**

13. Service Request – All service requests must be attached within 24 hours.

14. Penalty clause – The successful bidder must mention a log book for service calls, reports, spare replacement and reagents maintenance visits duly signed by hospital authorised officers.

The following penalties shall be imposed at any stage under this tender for non-performance:

- i) Imposition of liquidated damage
- ii) Forfeiture of EMD/ Performance Security
- iii) Termination of contract
- iv) Black listing/ Debarring of bidder

15. The bidder shall submit an affidavit on Rs. 100/- Non-Judicial stamp paper that it has been blacklisted/ Debarred in the past by any Govt./ Private Institution and there is no Vigilance / CBI/ any other case pending against the bidder/ supplier.

16. Dispute resolution:

- i) In the event of any dispute/ difference, the Parties herein shall endeavour to settle such dispute difference amicably.
- ii) If Parties fail to settle their dispute/difference within 30 days, the matter shall be referred by either, party for resolution of such dispute or difference through mediation, in accordance with the Mediation Act, 2023. The cost of Mediation shall be shared equally.
- iii) The courts at Patna shall have exclusive jurisdiction on the issues arising from this content.

17. Termination:

Without prejudice to Buyer's right to notice adjustment by way of discount or an

y other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if the Seller:

- i) fails to comply with any material term in the Contract, or any part thereof within the stipulated Delivery Period;
- ii) informs Buyer of its inability otherwise becomes apparent that the Seller is unable to deliver the Materials or any part thereof within the stipulated Delivery Period;
- iii) fails to rectify any rejected defective Materials promptly;
- iv) makes or becomes bankrupt, goes into liquidation;
- v) makes a general assignment for the benefit of creditors;
- vi) A receiver is appointed for any substantial portion of property owned by the Seller;
- vii) has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the purchase order on the seller.

18.

**This bid has been published with both the MII Purchase preference and GTE Relaxation clause as per OM No. F.4/1/2023-PPD (pt.) Dated- 17.02.2025 & item relaxed for GTE falls under s no. 153. Non local supplier are allowed to participate as per GTE/MIl exemption list along with Class I & Class II suppliers.**

**1. 19. Common IP addresses:**

The received bids having matching/common IP address with either Bidder(s)/Seller(s) or Buyer, shall be summarily rejected and shall not be considered for further evaluation.

20. Delivery period of 90 days includes Supply, installation, testing, commissioning of Goods and LD will be charged accordingly on total in case of delay in any part

## **अस्वीकरण/Disclaimer**

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.

6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

1.CMC shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, after satisfactory completion of Warranty. During the CMC period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months or as per user requirement. Cost of consumables shall not be included in CMC.Further there will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.

2.CMC charges to be indicated as percentage of cost of equipment quoted for each year after the warranty period.

3.GST shall be included in the CMC Charges quoted.

4.Cost of CMC will be added for Ranking/Evaluation purpose with depreciation formula.A 10% discounting rate per year shall be applied on CMC Charges for price evaluation on Net Present Value.

5.The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user.

6.While creating a bid or RA, buyers shall indicate whether CMC is required against Yes/No" options. If CMC Charges are included, an option for number of years for CMC required after the warranty period shall be available.Under this option up to 10 years can be chosen for CMC charges beyond warranty period.

7.In case the bid has a provision for CMC, the warranty of the product will also be deemed to have been converted into Comprehensive warranty including preventive maintenance and calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, during the Warranty Period also. Sellers are therefore advised to include the cost of Comprehensive Warranty including spares (excluding consumables) also in product Cost.

8.The CMC functionality shall be available in bid only and no direct RA shall be applicable.In case of bid to R/A decrement rules shall be applicable on total price inclusive of CMC charges. Bunching of products shall not be available while creating bids with CMC charges.

8.1.Buyer shall indicate number of years of warranty by selecting different options available in the field depending on warranty parameter applicable in category parameters for the equipment. No. of years of warranty indicated here shall supersede the warranty period indicated elsewhere in bid or product

specifications. The Seller while participating in Bid/RA will get fields to indicate CMC charges as percentage depending on number of years of CMC selected by Buyer. The following shall be applicable, if 5 year CMC selected:

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

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

8.2. The calculation of CMC Charges shall take into account the number of years of warranty and duration of CMC as specified while creating bid.

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

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

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

Total Cost for evaluation =

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

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

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

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

8.5. The CMC charges shall be offered within range of 3 to 25% of cost of equipment.

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

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

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

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

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

**All GeM Sellers/Service Providers 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.**

[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---