

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	14-04-2026 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	14-04-2026 11:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Chandigarh
विभाग का नाम/Department Name	Education Department Chandigarh
संगठन का नाम/Organisation Name	Government Medical College And Hospital
कार्यालय का नाम/Office Name	Sector 32, Chandigarh
कुल मात्रा/Total Quantity	1
वस्तु श्रेणी /Item Category	Echo Cardiography Scanning Machine (V2) (Q2)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)

बिड विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / <b>Minimum number of bids required to disable automatic bid extension</b>	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	1
विगत प्रदर्शन / <b>Past Performance</b>	50 %
बिड से रिवर्स नीलामी सक्रिय किया/ <b>Bid to RA enabled</b>	Yes
रिवर्स नीलामी योग्यता नियम/ <b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
व्यापक रखरखाव शुल्क आवश्यक / <b>Comprehensive Maintenance Charges Required</b>	Yes
बिड का प्रकार/ <b>Type of Bid</b>	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / <b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/ <b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
मूल्यांकन पद्धति/ <b>Evaluation Method</b>	Total value wise evaluation
मध्यस्थता खंड/ <b>Arbitration Clause</b>	Yes ( <a href="#">Arbitration clause document</a> ) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts
सुलह खंड/ <b>Mediation Clause</b>	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	42000

#### ईपीबीजी विवरण /ePBG Detail

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

(a). 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 :**

Director Principal  
Government Medical College and Hospital, Sector 32, Chandigarh.  
(Prof. Ravneet Kaur Bedi)

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 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. 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.

2. 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.

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

4. 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.

5. 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 कटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
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
	<b>Cardiac and Vascular Probes Configuration</b>	TTE Phased Array, TTE 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	NA
	Neonatal TTE probe Frequency in MHz	5 to 12MHz, ( $\pm 2$ )
	<b>TEE Adult Probe biplane and Multiplane frequency, in MHz</b>	Not Applicable
	<b>TEE Pediatric Probe Required</b>	No
	<b>TEE Pediatric Probe frequency, in MHz</b>	Not Applicable
	<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>	NA
	<b>No of Pediatric TEE Probes Required</b>	NA
	<b>No of Pediatric 3D/4D TEE Probes Required</b>	NA
	<b>No of Neonatal TEE Probes Required</b>	NA
<b>No of Adult/pediatric Linear Probes supplied</b>	NA	

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	<b>Dedicated 3D/4D volume imaging for cardiology TTE ad TEE</b>	No
	<b>Live 3 D imaging in color doppler system</b>	Yes
	<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>	No
	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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	<b>Number of transducer/probe ports</b>	3
Scan Modes and Performance Parameters	<b>Cardiac 3-D freehand Option</b>	No
	<b>Cardiac 3D/4D automatic Option</b>	No
	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>	No
	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>	No
	<b>Cardiac compression elastography</b>	No
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	

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	<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
	<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	No
	Provision of Echocardiographic strain and strain-rate imaging with 3 D imaging	No
	Compactible with intracardiac Echo(ICE)	No
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>	No
	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>	15 Inch( $\pm 1$ ), 19 Inch( $\pm 1$ ), 21 Inch( $\pm 1$ ) Or higher
	<b>Split screen</b>	Twin View and Live Quad Screen
<b>Single/dual monitors</b>	Single	

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Depth, cm	?30
	POST PROCESSING	Yes
	SELECTABLE DYNAMIC RANGE	Yes
	SPECTRUM ANALYZER	Yes
	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>	No
	Stress echo	Yes
	Exam Protocol	Yes
	<b>Analysis and calculation packages</b>	2-D wall motion tracking, Cardiac, Mitral valve analysis, User-programmable calculations
	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	No
	<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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Processor speed in GHZ	>=3
	Frame Grabber incorporated	No
	<b>Conectivity between Echo cardiogram and PC</b>	Through IMS/Equivalent Software
	<b>PC with all software inclusive interfaced with echocardiograph machine</b>	Yes
	<b>Inkjet printer provided with computer for reporting</b>	No
	CD/DVD Produced should be playable on any system	No cd/dvd Writer provided
	<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	Inbuilt Battery
	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)

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Availability of Test Report for product as per Medical Device Rules (MDR) 2017 as amended till date	Yes
	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 / <b>Comprehensive Maintenance</b>	
Comprehensive Maintenance ( Minimum Percentage )	3 %
Comprehensive Maintenance ( Maximum Percentage )	25 %
Warranty of required product	5 Year
Comprehensive Maintenance Duration (Post Warranty)	5 Year

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

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

Specification Parameter Name	Bid Requirement (Allowed Values)
1.	A) 03 nos. Transducers:1.5 to 10 MHz linear 2.2 to 5 MHz Phased array 3.2 to 5 MHz Convex Probe must be sturdy. B) 01 no. B/W thermal printer. C) Trolley from OEM. D) CAMC for 05 years after expiry of warranty. Rate should be quoted separately per year/per machine including GST. E) System should have fast startup to scanning in less than 60 seconds. F) Transducer Socket-02 or more.

\* 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.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Sushil Kumar Yadav	160031,Government Medical College & Hospital Sector 32, Chandigarh, 160031	1	15

#### 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.

## 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. **Scope of Supply**

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

## 3. **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.

## 4. **Certificates**

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

## 5. **Certificates**

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

## 6. **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.

## 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 Quarterly 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

Spare parts, if any.

(Upload the undertaking). The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 10% of total CMC value valid up to CMC period plus 2 months (if there is no other claim).

## 8. **Warranty**

Warranty period of the supplied products shall be 5 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

9. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. **All the participated bidders are requested to provide the affidavit regarding Non-Blacklisting as per following format. The said affidavit should fall within the date of publishing the bid and closing date of**

**Annexure I.**

**AFFIDAVIT**

I/We \_\_\_\_\_, (Name) contractor/partner/sole proprietor (strike out word which is not applicable) of (Firm) \_\_\_\_\_ do hereby

declare and solemnly affirm to the fact that the individual firm/companies are not black listed by the Union or State Government or any partner or shareholder thereof are not directly connected with or has any subsisting interests in business of my/our firm.

DEPONENT

Address:

\_\_\_\_\_  
\_\_\_\_\_

I / we do hereby solemnly declare and affirm that the above declaration true and correct to the best of my knowledge and beliefs. No part of it is false and nothing has been concealed.

Dated : \_\_\_\_\_

DEPONENT

(Note:- To be furnished on non-judicial stamp paper duly attested by the Oath Commissioner).

**2. PRICE FALL CLAUSE:**

(To be submitted in the bidder's company letter head). I/We undertake that we have not offered to supply / supplied / are not supplying same or similar products / systems or sub systems at a price lower than that offered against the *Tender No.* \_\_\_\_\_ *dated* \_\_\_\_\_ in respect of any Organization/Ministry/Department of the Govt Of India or its Subsidiaries or other PSU or any other private organization during the currency of the contract and if it is found at any stage that same or similar product/systems or sub systems was supplied by the bidder to any Organization/Ministry/Department of the Govt Of India or its Subsidiaries or other PSU or any other private organization at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded.

3. The experience certificate should be of continuous last three years (without any break) alongwith CRAC/installation report.

4. The L1 firm will have to sign the Integrity Pact in due course of time.

## 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 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.**

[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---**