



Bid Number/बोली क्रमांक (बिड संख्या)[:] GEM/2023/B/3450615 Dated/दिनांक : 18-05-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिंड बंद होने की तारीख/समय	08-06-2023 18:00:00	
Bid Opening Date/Time/बिड खुलने की तारीख/समय	08-06-2023 18:30:00	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	155 (Days)	
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Health And Family Welfare	
Department Name/विभाग का नाम	Department Of Health Research	
Organisation Name/संगठन का नाम	Indian Council Of Medical Research (icmr)	
Office Name/कार्यालय का नाम	Indian Council Of Medical Research	
Total Quantity/कुल मात्रा	1	
Item Category/मद केटेगरी	C ARM FLUOROSCOPE X RAY MACHINE (Q2)	
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	36 Lakh (s)	
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)	
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes	
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Past Performance, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC) *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	
Past Performance/विगत प्रदर्शन	50 %	

Bid Details/बिड विवरण	
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिंड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Estimated Bid Value/अनुमानित बिड मूल्य	9000000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	10.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	38

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

Beneficiary/लाभार्थी:

Director General, ICMR

Indian Council Of Medical Research, Department of Health Research, Indian Council of Medical Research (ICMR), Ministry of Health and Family Welfare

(Director General, Icmr)

Splitting/विभाजन

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

Reserved for Make In India products

Reserved for Make In India products	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
मिउट Fulchase Fleterence/रमरस्य वराव परायता	165

- 1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- 4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
- 5. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from 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. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders 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 the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
- 6. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total OUANTITY.
- 7. 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.
- 8. 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 / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता:

Price Bid - <u>1684217840.xlsx</u>

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
	Meeting will be conduct through hybrid mode. Interested bidders may join the meeting through the following link:
24-05-2023 11:00:00	https://echo.zoom.us/j/83672067811
24-05-2023 11:00:00	The bidders who are interested to participate in the pre-bid meeting are requested to send an e-mail request for the same with their details at cpcicmr@gmail.com along with their queries, if any, on or before 23.05.2023, 11:00 AM.

C ARM FLUOROSCOPE X RAY MACHINE (1 pieces)

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Brand Type/ब्रांड का प्रकार	Registered Brand
	1109.510.00 210.10

Technical Specifications/तकनीकी विशिष्टियाँ

* As per GeM Category Specification/जेम केटेगरी विशिष्टि के अनुसार

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Performance Parameters	Type of Mechanical Motion of C Arm	Motorized, Manual
	Angulation Movement of C Arm in degrees	± 120, ± 180, ± 190, ± 200
	Source to Image Distance in mm	900-950, 950-1000, 1000-1050
	Arc Orbital Movement of C Arm	At least +90° - 25°, At least +90° - 30°, At least +90° - 40°, At least +90° - 50°
	Panning Movement of C Arm (Swivel movement)	±10°, ±12°, ±12.5°
	Range of Frequency of X ray Generator in khz	20-30, 31-40, 41-50, 51-60, 61-80, 81-90, 91-100, More than 100
	Generator Power output in Kw	2, 2.5, 3.5, 5, 10
	Fluoroscopy Range in kvp	40-110, 40-120, 40-130, 40-100
	Fluoroscopy mA range, maximum in mA	0.2 to 7, 0.2 to 13, 0.2 to 17, 0.2 to 20, 0.2 to 30

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Dual focus Rotating Anode X-Ray Tube of focal spot or Stationary Anode X-Ray Tube of focal spot	0.3mm² (small) & 0.6mm² (large), 0.6mm² (small) & 1mm² (large), 0.6mm² (small) & 1.5mm² (large)
	Anode heat storage capacity with tolerance ±10%	40KHU, 50 KHU, 100 KHU, 500 KHU
	Pulses per sec	1 to 5, 1 to 10, 1 to 15, 1 to 25, 1 to 30
	Mode selection for Kv and mA	Automatic, Manual
	Type of Image Intensifier	9 " Dual Field, 9 " triple Field, 12 " Triple Field
	Number of Monitors provided on/with intensifier system	2 (One for LIH and one for memory display), Single monitor with dual image display, Single monitor with dual image display touch screen
	Type of monitor to be provided with intensifier system	LCD, LED, TFT
	Size of Monitors in inch	17-20, 21-24, 25-30, 30-32
	Type of Collimator controlled	Fixed Collimation Slot, Motorized IRIS, Both Fixed Collimation Slot & Motorized IRIS
	Type of Camera	CCD Camera, CMOS Camera
	Camera Resolution in pixels	0.5K x 0.5K, 1K x 1K, 2K x 2K
	Acquisition of Camera	10 bits, 14 bits, 16 bits
	Image storage capacity in images	20000 to 50000, 50000 to 100000, Above 100000
	Zoom function available	2x, 3x, 5x
	DICOM Compatibility	Yes, No
	The system should be ready to connect with HIS/ PACS	Yes, No
	Data transfer	CD/DVD, USB, Both USB and CD?DVD
	Radiography through Cassette with holder	Yes, No
	Size of Cassette holder provided (for radiographic mode) in inch x inch	14 x 17, 12 x 12, 10 x 12, 8 x 10, Not provided
	Upgradable option to digital substration of angigraphy and peripheral angiography	Yes, No
	UPS Availability	Built in, External
	UPS backup time in minutes	15, 30, 45
	Servo Stabilizer supplied	Yes, No

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Rating of Servo Stabilizer	5 KVA, Not provided
	Warranty (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)	5, 1, 2, 3, 4
Reports	Confirmity to Manufacturing Standards	ISO 13485, ICMED 13485, Both ISO and ICMED

Additional Specification Parameters - C ARM FLUOROSCOPE X RAY MACHINE (1 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)	
	Only those specification mentioned in para 16 of the Buyer added ATC will be considered for evaluation	

^{*} Bidders offering must also comply with the additional specification parameters mentioned above.

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	A Gousia Begum Suhail	500101,Genome Valley, Shamirpet, Hyderabad	1	28

Special terms and conditions-Version:2 effective from 21-10-2022 for category C ARM FLUOROSCOPE X RAY MACHINE

- All Provisions of Drugs and Cosmetics Act, 1940 and Rules made there under as amended till date will always be applicable. This will include all notifications issued by *Central Drugs Standard Control Organisation(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 Drug 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 drug license, product certification, manufacturer certification/licenses, test reports etc.
 - 3. The price offered by the seller shall not, in any case exceed the DPCO controlled price, if any, fixed by the Central/State Government, the Maximum Retail Price (MRP) and the selling price. The seller must reduce the prices if there is any reduction in DPCO ceiling price, if any.
 - 4. **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.

- 5. 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.
- 6. **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.
- 7. **Packing and Marking:** Medical equipments being very delicate and sensitive packing for the goods should be strong and durable enough to withstand transit including transhipment (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.
- 8. **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.

- 9. **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.
- 10. 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.
- 11. **Software:** All software updates should be provided free of cost during warranty period.
- 12. 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 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.

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

- 1. Make in india specific authorisation certificate needs to be enclosed.
- 2. 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.

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

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.

5. Generic

End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

6. Generic

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

7. 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

8. 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 by up to 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

9. Generic

- 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

10. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

11. 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.

12. Service & Support

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

13. Service & Support

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

14. Warranty

Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide AMC Service for next 2 years for the offered products at the rate not more than 5 % of contract price per annum. Buyer reserves the right to enter into an AMC agreement (covering preventive maintenance and servicing) with the Successful Bidder / OEM after expiry of the Warranty period at rate as mentioned above and the payment for the AMC charges would be made Quarterly after rendering of the AMC Services of the relevant AMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the AMC contract when called upon by the buyer. The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 10% of total AMC value valid up to AMC period plus 2 months (if there is no other claim). (Undertaking of acceptance to be uploaded with bid).

15. Warranty

Warranty period of the supplied products shall be 3 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

16. 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.

17. 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-imberse the cost of such service / rectification to the Buyer.

18. Forms of EMD and PBG

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

Director General, ICMR payable at Delhi

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

19. Forms of EMD and PBG

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

Director General, ICMR

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.

20. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- 1. Tender Inviting Authority: This tender enquiry for procurement of 01 No. of C-Arm Monitor is being invite d by the Director General, Indian Council of Medical Research, Ansari Nagar, New Delhi to be supplied at I CMR-NARFBR, Hyderabad.
- 2. Interested bidders are required to sign "Bid Security Declaration" accepting that if they withdraw or mod ify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request forbids document, they will be suspended for the period of 6 months from being eligible to submit Bids for contracts with the entity that invited the Bids.
- 3. Eligibility: The Bidder must be a Manufacturer or its authorized Agent.
- 4. One Bid per Bidder: A firm shall submit only one bid either individually or as a partner of a joint venture. A firm that submits either individually or, as a member of a joint venture, more than one bid will cause all the proposals with the firms' participation to be disqualified.
- 5. ICMR reserves the right to cancel the bid in part or full without assigning any reason and liability on the buyer. On such cancellation the decision of the DG, ICMR will be binding and final on the subject.
- 6. Inspections and Tests: ICMR or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications. Further, The Supplier may have an independent quality test conducted and the cost of such tests will be borne by the Supplier. b. Inspection of goods shall be carried out by representative of ICMR and they will issue an acceptance certificate.
- 7. Packing: (a) The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be s ufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperat ures, salt, and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods, final destination and the absence of heavy handling facilities at all points in transit (b) The packing, marking, and documentation within and outside t he packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements strictly as per Technical Specifications, and in any subsequent instructions ordered by the Procurement agency. (c) Packing and Marking shall be strictly as per Technical Specifications and will be inspected in terms of provisions of specifications before clearing for dispatch.
- 8. Payment: 100% payment shall be made after receipt of complete goods/Equipment in good condition, a cceptance and successful installation of goods/Equipment and subject to submission of Performance Bank Guarantee. This payment is subject to recoveries, if any, either on account of statutory deduction/ taxes/ Li quidated Damages, if any and non-rectification of defects/ deficiencies not attended by the Supplier or oth erwise. The firm is required to submit the following documents to ICMR Hgrs for payment:

- (a) Copy of Purchase Order;
- (b) Copy of Extension Order (if any);
- (c) Invoice in original showing contract number, goods description, quantity, unit price and total amount;
- (d) Installation Report in original duly signed and sealed by the authorized officer of the consignee;
- (e) Acknowledgement of Receipt of Goods issued by the consignee Institute/ Center;
- (f) Performance Bank Guarantee
- 9. Settlement of Disputes: (a) If any dispute or difference of any kind whatsoever shall arise between the P rocurement agency and the Supplier in connection with or arising out of the Contract, the parties shall mak e every effort to resolve amicably such dispute or difference by mutual consultation.
- (b) If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual co nsultation, then either the Procurement agency or the Supplier may give notice to the other party of its int ention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- (c) Any dispute or difference in respect of which a notice of intention to commence arbitration has been gi ven in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced p rior to or after delivery of the Goods under the Contract. In the case of a dispute or difference arising betw een the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected wi th the contract, such dispute or difference shall be referred to the sole arbitrator appointed by Director Ge neral ICMR.
- (d) Arbitration proceedings shall be conducted in accordance with the rules of procedure which are as follo ws. (i) The venue of Arbitration shall be the place from where the contract is issued and the language of th e arbitration proceedings and that of all councils and communications between the parties shall be English. (ii) The decision of the majority of arbitrators shall be final and binding upon parties. (iii) Settlement of disp utes through pre-institution mediation and settlement in accordance with the commercial courts, commercial division and commercial appellate division of High Courts (Amendment) Act 2018, No. 28 of 2018 Chapt er IIIA.
- (e) Settlement of Disputes: Notwithstanding any reference to arbitration herein, a. the parties shall continu e to perform their respective obligations under the Contract unless they otherwise agree; and b. The Procu rement agency shall pay the Supplier any monies due to the Supplier.
- 10. Consignee details (Place of Delivery, Installation, Commissioning) ICMR-NARFBR, Hyderabad.
- 11. Insurance: Unless otherwise instructed, the supplier shall make arrangements for insuring the goods a gainst loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:
- (a) In case of supply of goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be cover ed by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.
- (b) If the Equipment is not commissioned and handed over to the consignee within 3 months, the insuranc e will be got extended by the supplier at their cost till the successful installation, testing, commissioning a nd handing over of the goods to the consignee. In case the delay in the installation and commissioning is d ue to handing over of the site to the supplier by the consignee, such extensions of the insurance will still b e done by the supplier, but the insurance extension charges at actual will be reimbursed.
- (c) Insurance would be borne by the Supplier. Insurance Certificate for 110% of the value to be insured in f avour of Indian Council of Medical Research, covering all risks basis for the goods from supplier/manufactu rer warehouse to consignee warehouse.
- 12. If the supplier fails to deliver any or all of the goods or fails to perform the services within the time fra me(s) incorporated in the contract, the purchaser/consignee shall, without prejudice to other rights and re medies available to the purchaser/consignee under the contract, deduct from the contract price, as liquidit y damages, calculated individually on each delayed performance of the contract including delivery, installation, non-submission of documents, etc. a sum equivalent to 0.5% per week of delay or part thereof until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximu

m is reached purchaser may consider termination of the contract. Since the Liquidated damages are in virt ue of non-performance of services, it will attract GST or any other applicable taxes which in turn shall be d educted from the Supplier.

- 13. GST will be applicable as per the latest GoI notification.
- 14. Delivery of Equipment means Supply, Installation, Testing and Commissioning of Equipment.
- 15. Bidders need to attach the excel sheet of price bid only in the financial bid.
- 16. It is mandatory for the bidders to comply the following parameters of specification:

A) Image Intensifier

- Image Intensifying Tube: 9/6/4 inches, Triple Field
- CCD camera High Resolution Compact CCD camera
- Monitor (2Nos): 19" Monitor along with a trolley

B) C-arm MOVEMENTS:

- Rotation: 180 Degrees
- Up/down movement motorized: at least 450 mm or more
- Horizontal Travel: Atleast 180 mm or more
- Arc orbital Movement: At least 110 Degrees or more
- Wig wag: ± 12.5 Degrees
- Source to Image distance more than 900 mm
- Depth of "C" 500 mm or more

C) X-RAY GENERATOR:

- High Frequency 80 kHz or more
- Output power should be at least 5kW or more
- Rotating Anode Tube of focal spot: 0.5mm & 1.5 mm or more
- Radiographic mA upto 100mA
- Fluoroscopic mA: 0.1 -5mA (Normal Mode)-0.2 to 8 mA for continuous/ 0.2 to 10 mA for fluoroscopic snap shot
- Pulsed Fluro for High Definition should be up to 12mA

D) CONTROL:

- LCD Display should be 20 * 3 (Column* Rows) on which kV, mAs, fluoro timer, FmA
- Zoom and error inter lock display for kV, Filament, Thermal are displayed on wide angle LCD
- An inbuilt Radiographic Timer to select mAs in steps for more than 200mAs
- A 5 minutes cumulative timer with Buzzer
- Fluoro rnA from o.1-5mA, continuously variable
- Monoblock temp sensor: Thermal safety cut off
- Provision must exist on Control panel for easy identification of faults to minimize the downtime
- Servo Voltage stabilizer: A Servo Voltage Stabilizer with suitable rating is provided
- Automatic Brightness control: Provided to operate the machine in automatic mode for hands free operati on
- Collimator should be provided
- Emergency Fluoro to be provided

E) MEMORY SYSTEM

- 2 Monitors system for LIH, LIVE and Stored Images
- Permanent Image storage capacity of approx 100,000 images
- 50 Temporary image storage system for quick review
- CD/DVD writer to store images on CD/DVD for giving it to patients
- Flicker free images on a flat screen
- 32/64 Bit image storage for high resolution
- Image Sharpening (Real time or stored images)
- Image rotation for real time and stored images
- Colorized images

- Dynamic contrast control (Gray level stretch)
- Negative image (Gray level invert)
- Frames averaging for smoothening of images (Real time) 256 frames
- 32/64 bit at 1024 x 1024 resolution
- Digital subtraction of images
- Quad view (4 images on monitor)
- Cine loop of 500 frames (multiple cine loops can be stored permanently)
- Variably frame rate of 2, 5,10,15 frames per second for cine loop
- Image orientation: Left/ right/ top/ bottom
- Name, operator name, institute name, date & time display on monitor
- Images can be stored in folders
- Quick exploration of stored images
- On screen Help mode
- Negative images (Gray level invert)
- On screen measurement length (X &Y) and Area
- Area of interest marker
- Contrast enhancement of area of interest
- Histogram of area of interest
- Facility for image printing
- Text annotation and provision of removal of all text from the image
- Automatic capture and storage of cine loop with cine foot switch
- Offset and gain adjustments for improved image quality
- Thumb nail use of complete study
- Frame by frame review
- Printing option in different formats (Frames of different loops can be printed on the same sheet, 1x1, 1x2, 1x4, 1x8)
- Frame rate selection
- · LAN connectivity
- DICOM Compatible

F) POWER REQUIREMENT

• The unit should be operable on single phase 230 V±10% AC, 50 Hz

G) OTHER REQUIREMENTS

- The equipment must be European CE certified/ equivalent Indian Certification
- The company must be ISO/ EN ISO certified/ equivalent Indian Certification
- The unit should be approved by AERB/ US FDA

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.

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- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process.
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---