

Bid Corrigendum

GEM/2024/B/5689650-C3

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. **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.
2. 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 %.
3. **End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.
4. 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. Malicious Code Certificate:

The seller should upload following certificate in the bid:-

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

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

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

6. **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
7. **OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 % of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 50% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.
8. The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price:
inclusive of all components
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9. 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. 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. 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. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
13. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
14. IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.
15. Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide AMC 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 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).
16. 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.
17. 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.
18. Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG).Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

19. 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 The Director General, ICMR payable at New 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.
20. 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 The Director General, ICMR, New Delhi 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.
21. Buyer Added text based ATC clauses

Corrigendum (10.02.2025)

Existing Specifications	Revised Specifications
Workstation client server architecture	Post Processing Workstation shall be provided
Training of CT: On- Site training to be provided for at least three months. If required off site training provision should be provided.	Training of CT: On- Site training to be provided for 2 weeks . If required off site training provision should be provided.
Delivery: 90 days	Delivery: 120 days
Specifications of CT: The system should be HAVING VETERINARY SOFTWARE for taking scans of sheep, goat, pigs and dogs and comparing with available information. The essential requirements of the system are as follows: -	Specifications of CT : The system should be having a SOFTWARE for taking scans of sheep, goat, pigs and dogs and comparing with available information.
X-Ray Generator: 3. mA Range:20-500mA (With incremental steps of 10mA) 4. KV Range: 80-140 or more	X-Ray Generator: 3. mA Range:20- 800mA (With incremental steps of 10mA). 4. KV Range: 70 -140 or more

<p>Operator Console: Raw Data storage with at least 2 TB Hard disc image storing capacity of 2, 00, 000 or more in 512x512 formats.</p>	<p>Raw Data storage with at least 960 GB SSD/ Hard disc image storing capacity of at least 2, 00,000 or more in 512x512 formats.</p>
<p>Operator Console: Pen Drive, Wi-Fi, CD-R, DVD, options should be available.</p>	<p>Pen Drive, CD-R, DVD, options should be available</p>
<p>It should be a high speed (minimum post-processing frame rate of 16 frames/sec), CPU with a speed of 3.0GHz or better and with an independent Hard disc storage capacity of 1 TB or more, with 19 inches or more high resolution medical grade color LCD monitors capable of simultaneously viewing and performing all post processing functions and filming independently without the help of main console.</p>	<p>It should be a high speed (minimum post-processing frame rate of 16 frames/sec), CPU with a speed of 2.5 GHz or better and with an independent Hard disc storage capacity of 1 TB or more, with 19 inches or more high resolution medical grade color LCD monitors capable of simultaneously viewing and performing all post processing functions and filming independently without the help of main console.</p>
<p>Advanced cardiac package including Coronary Artery Imaging, Calcium Scoring, Myocardial Viability software, Cardiac functional analysis and a dvanced Vessel Analysis includes stenosis assessment. Facility for retrospective and retrospective ECG editing, facility for automatic selection of rotation speed according to hear tbeat and step and shoot for low dose acquisition should be available</p>	<p>Advanced cardiac post processing package including Coronary Artery Imaging, Calcium Scoring, advanced Vessel Analysis including stenosis assessment.</p>
<p>Statistical Evaluation for area/volume, S.D, Mean/Max and Histograms.</p>	<p>Statistical Evaluation for area/ volume, S.D, Mean, Min/Max values</p>
<p>Patient communication system: One closed circuit TV for animal monitoring</p>	<p>One closed circuit TV or Inbuilt 2D Camera on the gantry for animal monitoring while scanning.</p>

<p>System Configuration Accessories, spares and consumables: 120KVA Online UPS of suitable rating should be supplied for the complete system including Gantry, computer system, with at least 30 minutes backup</p>	<p>Online UPS of suitable rating should be supplied for the complete system including Gantry, computer system, with at least 30 minutes back up.</p>
<p>Customized veterinary software (CT Angio, VRT, MIP, MPR, 3-D Shaded Surface display, Image Fusion, Vessel segmentation, luminal view, Advanced cardiac package including Coronary Artery Imaging, Calcium Scoring, Myocardial Viability software, Cardiac functional analysis and advanced Vessel Analysis including stenosis assessment etc.</p>	<p>The system should have a software (CT Angio, VRT, MIP, MPR, 3-D Shaded Surface display, Image Fusion, Vessel segmentation, luminal view, Advanced cardiac package including Coronary Artery Imaging, Calcium Scoring, Myocardial Viability software, Cardiac functional analysis and advanced Vessel Analysis including stenosis assessment etc..</p>
<p>Comprehensive Maintenance Contract for next five years including all the accessories, CT tube and all major consumables.</p>	<p>Comprehensive Maintenance Contract for next five years including all the accessories, CTtube and atleast two maintenance visits per year and unlimited breakdown call.</p>
<p>Warranty: 24 months from the date of satisfactory installation. The warranty shall cover all the accessories including CT tube and all major consumables</p>	<p>Warranty: 5 years from the date of satisfactory installation. The warranty shall cover all the accessories including CT tube</p>

<p>Turnkey specification not mentioned in tender.</p>	<p>Site has to be prepared as per the AERB guidelines.</p> <p>Requirements:</p> <p>185 sqmm. 3 core aluminium underground armoured cable of length 200m. Aluminium partition with length of 15 ft and height 9 ft having door with 2mm lead equivalence has to be provided.</p> <p>3 Nos. - Lead sheet with 2mm lead equivalence for 3 windows of size (4.5 ft x 3.5 ft)</p> <p>1 No. - Lead viewing glass of size 3.5ft x 3.5ft</p>
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Note: Bidders are suggested for onsite physical verification before submitting the bid.

Installation site contact details: ICMR- National Animal Resource Facility for Biomedical Research (NARFBR), Hyderabad

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.

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 document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)