

Bid Corrigendum

GEM/2022/B/2306050-C10

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. Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.
2. After award of contract - Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting fabrication. Successful Bidder shall submit Detailed Design Drawings for Buyer's approval, within 10 days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 21 days. Seller shall be required to ensure supply as per approved Drawings with modifications as communicated by Buyer. If there is delay from buyer side in approval of drawing- the delivery period shall be refixed without LD for the period of delay in approval of Drawing.
3. Buyback for Non PFMS/Non GPA:
 1. GST will apply on the value of buyback and separate invoice is to be prepared by Government buyer/Consignee for buyback items offline outside the GeM system. Vendor should work out input credit for that GST applicable on the buy back while quoting the product/services.
 2. Input GST Credit consideration by seller- seller shall offer the prices in the bid by the total amount of new goods including GST- total amount of old goods quoted by the firm excluding GST. This is because GST charged by buyer on buy-back value will be available for full ITC (input tax credit) on the hands of bidder. Therefore, for the purpose of quoting in the bid and evaluation, value as quoted by the bidder (excluding any GST on buy back) as indicated in column G below will be considered.

Excel sheet for explanation to Buyback ATC

S.no	Cost of Fresh Good (A)	%age of GST on Fresh Good as considered by seller at the time of quote (B).	GST Amount on Fresh Good (C)	Cost of Buyback item (D)	%age of GST on Buyback items (E) as fixed by buyer in the bid	GST Amount on Buyback item (F) as applicable at the time of invoice by buyer	Quote of the Bidder (G= {A+C-D})
1	100	28	28	20	8	1.6	108
2	100	9	9	20	8	1.6	89
3	110	10	11	24	8	1.92	97

Seller after the award of the GeM contract, will indicate all column A to G which will not alter their quoted price indicated in Colum-G

3. Successful lowest bidder has to provide detailed cost break up of tendered items as well as buy back items separately after award of contract through email to the government buyer/consignee.
4. The seller of new item /service provider shall deposit the cost of invoiced buy back item with GST to the buyer for allowing seller to lift up the material from the buyer/consignee premise.
5. Transportation of buy back items from buyer premises shall be arranged by the seller itself without any extra cost.
6. Government Buyer organisation /consignee will issue invoice of buy back items to the seller at the cost of buyback to be indicated to the buyer by the seller offline after receipt of order. This in no case will

modify the bid in any manner.

7. The seller will be entirely responsible for the safe disposal of old items without affecting the environment in any manner as per prevailing statutory rules and Act/ law of the land.

8. The seller may visit the site and inspect the condition of buy back item in advance before quoting for the bid.

9. Receipt of payment by the buyer for Old items and invoicing by buyer will be out of GeM portal.

10. Government Buyer will upload the details of old goods along with the bid in the corrigendum with minimum price.

11. If the minimum price (Optional) is indicated and sellers of new item who are not agreeing to take back the old item at equal to or above that minimum price should not participate in the bid.

12. In case they participate into the bid and afterwards indicates the price of old goods, less than the minimum price shown by Government Buyer in corrigendum, EMD of the bidder will be forfeited.

13. Item Details Consignee wise will be indicated in the corrigendum like -

1. Consignee wise
2. Item Description
3. Serial Number
4. Model
5. Brand
6. Year of manufacturing
7. Purchased on
8. Age
9. Size, Rating, Designation
10. Quantity
11. Min price (Optional)
12. Unit
13. Working Guidelines (/Functional/Non-Functional)
14. Remarks

14. The successful bidder shall remove the old goods from the premise of the Government buyer/consignee at the time of the supply, installation and commissioning of fresh goods. Seller will be entitled for payment only after removal of old goods from Government buyer/consignee/user's premise and after supplying the fresh goods in terms of contract.

15. Note: This clause of ATC shall be operated by non PFMS; non GPA buyer i.e. all PSU working through their ERP and not integrated with GPA.

4. Bidders can also submit the EMD with Account Payee Demand Draft in favour of Director, SCTIMST payable at Trivandrum.
Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
5. Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date
6. **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.
7. Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 7 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
8. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
9. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
10. 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.
11. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

12. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
13. **End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.
14. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:
 - a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
 - b. Execution certificate by client with order value.
 - c. Any other document in support of order execution like Third Party Inspection release note, etc.
15. **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.
16. 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.
17. ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.
18. 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.

19. **Non return of Hard Disk:** As per Buyer organization's Security Policy, Faulty Hard Disk of Servers/Desktop Computers/ Laptops etc. will not be returned back to the OEM/supplier against warranty replacement.
20. **NET WORTH:** Net Worth of the OEM should be positive as per the last audited financial statement.
21. Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)
22. 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, SCTIMST payable at Trivandrum. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.
23. 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, SCTIMST 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.
24. Indian suppliers of this item are not allowed to participate and/ or compete in procurement by some foreign governments. Bidders / products from such countries are not eligible / not allowed to participate in this bid in terms of clause 1 (d) of Public Procurement (Preference to Make in India) Order, 2017
25. Buyer uploaded ATC document [Click here to view the file](#).
26. Buyer Added text based ATC clauses
 - A.** Bidders are advised to quote prices as per technical specification. However detailed breakup of quoted prices should be provided in Price Format - A (in pdf) and uploaded in the prescribed place (Financial Document Required) on online GeM portal. The prices quoted in the prescribed field on GeM portal will be considered for ranking purpose.

Total price quoted in Price Format - A (in pdf) must match with the price quoted in GeM portal.
 - B.** The Bidders are advised to quote price of Spare parts, Consumables in the attached format (pdf) B

and C accordingly and uploaded the same in the prescribed place (Financial Document Required) on online GeM portal. The equipment should be supported with spares for a minimum period of 10 years after successful installation and commissioning." All the spares and consumables required for the equipment should be made available through GeM throughout the agreed supporting period".

- C. All equipment and Accessories except the items listed below, quoting against the bill of quantity will be included under CAMC. Cost of the exempted items should not be considered for CAMC calculation. A line of confirmation on the above should be uploaded along with the technical bid.

Ø **Turn key work**

Ø **Ceiling mounted and floor movable lead glass shield with frame of at least 2ft X 4ft**

Ø **Table mounted lead protected shield**

Ø **Console room chairs and tables**

Ø **Console room and review station in the cath lab with computer and DVD/CD writing**

Ø **Lead protection skirting the tableside for operators lower body protection**

Ø **Mobile shield with lower body protection**

Ø **Radiation protection apron two piece wrap around medium size**

Ø **Radiation protection apron single piece wrap around medium size**

Ø **Thyroid collars**

Ø **Radiation protection goggles**

Ø **Stainless steel IV stand with wheels free standing**

Ø **Lead impregnated door as per AERB specifications**

L1 will be calculated by adding the Total price quoted in Price Format - A and the total CAMC charge claimed using the described formula.

- D. The three years warranty sought for is OEM warranty without any additional cost towards extended warranty. The charges, if any, claimed by the bidder towards three years warranty and included in the product cost in Price Format -A should be mentioned in the price format D. This cost should not be considered for calculating CAMC cost. As per Institute policy CAMC should be a maximum of 5 % of equipment cost and escalation if applicable (maximum 5 %) should be considered once in every three years.
- E. The supplier shall enter into CAMC with SCTIMST, 3 (three) months prior to the completion of Warranty Period. The CAMC will commence from the date of expiry of the Warranty Period.
- F. Integrity Pact Agreement will form part and parcel of this tender. It is mandatory to enclose the Integrity Pact Agreement along with the techno-commercial bid.

Ø Independent External Monitors:

(1) Sri. Prahlad Kumar Sinha, IP & TAFS (Rtd.) Ph.No.09423677066 I.D-pekay66@gmail.com.

- G. The bidders should comply standard **(Clause No. 16.P, 17.M, 22.B to 24.B)** as Indian standards quality certification. If there is no Indian standard available then the item / equipment should have certification mentioned as per clause No. 16.P, 17.M 22.B to 24.B.

H. Bidders should comply the GOI Order **No. F.No.6/18/2019-PPD dtd 23.07.2020** . A declaration with regard to this OM should be submitted along with technical bid.

**FOLLOWING POINTS IN THE TECHNICAL SPECIFICATIONS ARE MODIFIED AND
BIDDERS SHOULD COMPLY THE SAME**

- HH :** Bidder shall be responsible for complete design, supply, installation, testing and commissioning including Civil Modification works, demolition and construction as applicable .The bidders are required to survey the site before furnishing the quotations. All the bidders are expected to visit the institute, take inputs on the designated site for installation of the new DSA system and make assessment accordingly before participating in the tender.
- LL :** The bidder shall be responsible for the complete works including the submission of working drawings, and isometric views, detailed work schedule and materials. Bidder shall be responsible for design, supply, installation, testing and commissioning of medical gas supply system in coordination with institute authorities.Institute shall take necessary approvals from statutory authorities (ex: AERB) that are mandatorily required for the installation of the new system. However it is the duty of the bidder, to facilitate the process by providing necessary documents and liasoning.
- OO :** The final Payment will be made on the actual consumption of the BOQ Items and ranking will be done with tendered BOQ. Final Payment shall be done only after the necessary approvals or licensing are obtained from the relevant statutory authorities.
- 1.F :** The bidder must be original manufacturer of the equipment with good track record who has sold, installed and maintained a number of such equipments during last ten years. All standard software and tools needed for routine and regular use must be part of system.
- 4.A7 :** The system shall have latest safety devices to prevent collision of the C-arm with the table and the floor, patient and also between both the planes. Automated collision detection and prevention to be included.
- 4.A8 :** The system shall have latest safety devices to prevent collision of the C-arm with the table and the floor, patient and also between both the planes. Automated collision detection and prevention to be included.
- 11.E :** Console room - 19 inch or more diagonal size TFT colour monitors, for the display of patient physiological parameters and an additional wall mounted 19inch colour slave monitor for the display of ventilator parameters.
- 12.I :** Should have adequate storage capacity to hold all image data generated over 30 days (minimum75 diagnostic cerebral angiogram and 25 neuro interventions per month). After 30 days data to be transferred to local storage/PACS provided.
- 12.U.4 :** It should be possible to trigger digital rotational angiography runs to reduce the radiation dose & improve image quality. Synchronisation between the pressure injector and 3D-RA acquisition should be optimum to reduce radiation exposure. Facility to take 3D RA with IV contrast injection should also be provided.
- 12.U.12 :** Other required applications/ facilities for - 1. aneurysm and parent vessel morphometry, 2. planning and vessel navigation for brain arterio venous malformation, enhancing stent visualization, flow diverter visibility without increasing the radiation dose, 3. reducing artifacts from coils and metallic embolization agents (eg: Onyx) in 3D images,4. active motion artefact (cardiac and respiratory motion) reduction features, 5.transfer 3D data for 3D printing in compatible data formats, 6. Vendor neutral 3D image fusion - facility to fuse/integrate 3D images with 3D generated data from other modalities (CT/MRI) irrespective of the manufacturer, 7. virtual needle guidance especially for vertebroplasty and biopsy procedures, 8. 3D-Roadmap - facilities to adjust vessel transparency, vessel subtraction, zooming without significant increase in radiation, 9. pixel shift, motion artefact reduction, vessel border drawing, marking over the roadmap with various coloured pen tools. 10. Computational Flow Dynamic (CFD) evaluation, 11. artificial intelligence powered applications for dose reduction, image analysis and diagnosis.

Corrigendum -1 dtd 01 .08.2022

BIPLANE DSA FOR NEURO INTERVENTION

Bid No. GEM/2022/B/2306050/15.07.2022

SL NO.	SPECIFICATION AS PER TENDER	READ AS
6.H.2	Cerebral filters	Deleted
6.H.7	Peripheral filter set	Deleted
6.H.9	Ratchet compressor	Rachet Compressor or Equivalent
11.C	Examination room - A live and reference 19 inch of diagonal size monitor should be provided for each planes as a backup during the failure of 50-inch large area monitor	Examination room - A live and reference monitor of 19 inch diagonal size should be provided for frontal plane as a backup during the failure of 50- inch large area monitor
12.U.5	Method of 3D RA display to be specified (thresholding or subtraction 3D RA)	Method of 3D RA to be specified (thresholding ,subtraction 3D RA or any proven mode)
12.V.12	Perfusion imaging for stroke evaluation: It should be possible to generate multiplanar images from the 3D rotational data for perfusion analysis. Perfusion software should be provided.	Perfusion imaging should be provided. It should be possible to generate multiplanar images from the 3D rotational data. If available, perfusion software should be provided to calculate perfusion parameters like CBV, CBF, MTT and TTP etc.
13.F	Provide a local storage system/local mini PACS system to store all the image data without any data loss. The storage size should be adequate enough to store all image data to be generated over 10 years. (Procedure load - 75 diagnostic cerebral angiogram and 25 neuro interventions per month). This storage space is in addition to the 6TB required for the transfer of the existing DSA data (see section 14.T)	Provide a local storage system/local mini PACS system to store all the image data without any data loss. The storage size should beat least 10 TB (Procedure load - 75 diagnostic cerebral angiogram and 25 neuro interventions per month). This storage area is in addition to the storage area required to transfer image data stored in the existing GE Innova cath lab.
14.F	DSA viewing, subtracting, 3D RA, 3D CT post processing software should be vendor neutral and should be capable viewing and post processing the image data generated by any other manufactures. If not, vendor neutral 3rd party software should be provided.	DSA viewing, subtracting, 3D RA, 3D CT post processing software should be vendor neutral and should be capable viewing and post processing the image data generated by any other manufactures. If not, vendor neutral 3rd party software should be provided. (like Merge efilm or Osirix MD or similar).
19 E	Ceiling mounted and floor movable lead glass shield with frame of at least 2ft x 4ft - 2 nos. Floor movable body contoured lead glass shield (right and left) one each.(Dr.Goose/ Mavic)	Floor movable body contoured lead glass shield with frame of at least 2ft x 4ft (forright and leftside).One each for right and left side of the patient /table (Dr.Goose/Mavic)
16.Y		

	Should be supplied with Sevoflurane and Desflurane vaporizer. All the vaporizers and monitor should be manufactured from same company as anaesthesia machine.	One Sevoflurane and one Desflurane vaporizer should be supplied. All the vaporizers and monitor should be manufactured from same company as anaesthesia machine.
16.AO.5	Should have cardiac bypass mode	Should have cardiac bypass mode & Automated single & multi step Lung recruitment maneuver.
16.Z	Vaporisers for sevoflurane and Isoflurane / Desflurane (one of them as requested)	Please read 16 Z as 16 AZ One Sevoflurane and one Desflurane vaporizer should be supplied.
17.AA.1	BIS/Entropy to measure depth of anaesthesia as standard	Either BIS or Entropy must be provided.
17.AA.2	NMT Neuro muscular transmission module as standard	NMT should be provided
GENERAL TERMS AND CONDITIONS		
A	<p>Liquidated Damages:</p> <p>If the supplier fails to deliver or install/commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the Purchase Order, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5 % per week of delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser may consider termination of the contract .</p> <p>If any delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:</p> <ul style="list-style-type: none"> (i) Imposition of liquidated damages, (ii) Forfeiture of its Performance Security and (iii) Termination of the Contract for default 	
B	Bidders should submit the Manufacturing Authorization in attached format E (Buyer uploaded ATC Document)	
C	Penalty during CAMC period will be applicable with regard to Institute Rules.	
D	Class I local supplier / Class II local suppliers should comply the point No.9.b of GOI Order No.P-45021/2/2017-PP (BE-II) dtd 16.09.2020 . A declaration with regard to this OM should be submitted along with the technical bid.	
E	All other terms and conditions shall be as per GeM Bid No.GEM/2022/B/2306050 dtd16.07.2022.	

SL NO.	SPECIFICATION AS PER TENDER	READ AS
1	Payment Terms (Page No.4 of Bid Document)	By 100% Irrevocable Inland (INR) Letter of Credit . 70 % payment against equipment delivery . 30 % against successful installation & commissioning of the equipment
2	Penalty during CAMC period will be applicable with regard to Institute Rules. (Page No.7 of Bid Corrigendum dtd 02.08.2022)	Deleted
3	All other terms and conditions shall be as per GeM Bid No.GEM/2022/B/2306050 dtd 16.07.2022 and subsequent amendments if any.	

27. 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.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

*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](#)

