



GeM
Government
e Marketplace

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Azadi Ka
Amrit Mahotsav

GEM/2024/B/5400211-C9

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the

Buyer Added Bid Specific Additional Terms and Conditions

1. Buyer Added text based ATC clauses

Final corrigend with External expert and approval of CA:

GEM/2024/B/5400211-C9	
Computed tomography unit on buy back basis	
With reference to the meeting held with the External expert including the HOD, Department of Radiology, t	
	Tendered Specification
	The system should be latest State-of-the art, USFDA/CE/BIS/CDSCO or equivalent approved independent 64 or more rows of detectors with capable of generating at least 128 slices per rotation with capability of coronary CTTA. CT scanner should have dual energy capability. The system should be DICOM -ready with true isotropic volume acquisition and sub millimetre resolution. Quoted model number

	have AERB type approval/NOC. Radiation safety requirements must be followed in during installation and subsequently during lifetime of the equipment. Vendor should assist in site approval, registration and licensing of the facility with AERB (ELORA).
2	X-Ray Tube:
b	Anode heat storage capacity of 7.0MHU or higher for the tube with direct cooling technology
3	Detector and Data Acquisition System:
b	The detector should generate 128 or more slices per rotation with slice thickness of 0.625mm or lower for all types of scans and applications.
4	Gantry
b	Gantry Aperture should be 75 cm more in diameter than the patient
	The gantry tilt of minimum 25 degree which can be operated both from gantry

e	and console room
11.d	Dental CT: high-resolution evaluation Deleted teeth and jaws with automatic panoramic and paraxial reconstruction, evaluation of mandibul canal and life size filming.
11.h	CT Brain Perfusion and CT Body Perfusion.
14	Dual Energy contrast applications
a	Contrast augmentation & tissue visualization
b	Compare and quantify lesions and tissues

GEM/2024/B/5400211		
Computed tomography unit on buy back basis with composite turnkey with related accessories		
With reference to the meeting held with the External Expert in the presence of the internal committee, including the HOD, Department of Radiology, the following amendments are under consideration:		
	Tendered Specification	May be read as
	The system should be latest State-of-the art, USFDA/CE/BIS/CDSCO or equivalent approved, independent 64 or more rows of detectors with capable of generating at least 128 slices per rotation with capability of coronary CTA. CT scanner should have dual energy capability. The system should be DICOM -ready with true isotopic volume acquisition and sub millimetre resolution. Quoted model must have AERB type approval/NOC. Radiation safety requirements must be followed in during installation and subsequently during lifetime of the equipment. Vendor should assist in site approval, registration and licensing of the facility with AERB (ELORA).	The system should be latest Stateof-the-art, USFDA/CE/BIS/CDSCO or equivalent approved, independent 64 or more rows of detectors with capable of generating/acquring at least 128 slices per rotation with capability of coronary CTA. CT scanner should have dual energy capability. The system should be DICOM -ready with true isotopic volume acquisition and sub millimetre resolution. Quoted model must have AERB type approval/NOC. Radiation safety requirements must be followed in during installation and subsequently during lifetime of the equipment. Vendor should assist in site approval, registration and licensing of the facility with AERB (ELORA).
2	X-Ray Tube:	
b	Anode heat storage capacity of 7.0MHU or higher or the tube with direct cooling technology	Anode Heat storage capacity of 7 MHU or higher or the tube with direct cooling technology
3	Detector and Data Acquisition System:	
b	The detector should generate 128 or more slices per rotation with slice thickness of 0.625mm or lower for all types of scans and applications.	The detector should generate/acquire 128 or more slices per rotation with slice thickness of 0.625mm or lower for all types of scans and applications.
4	Gantry	
b	Gantry Aperture should be 75 cm more in diameter	Gantry Aperture should be 70 cm more in diameter
e	The gantry tilt of minimum 25 degree which can be operated both from gantry and console room	The gantry physical tilt of minimum 25 degree which can be operated both from gantry and console room
11.d	Dental CT: high-resolution evaluation Deleted of teeth and jaws with automatic panoramic and paraxial reconstruction, evaluation of mandibular canal and life size filming.	Deleted
11.h	CT Brain Perfusion and CT Body Perfusion.	Deleted
14	Dual Energy contrast applications	
a	Contrast augmentation & tissue visualization	Deleted
b	Compare and quantify lesions and tissues	

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30/7/2025

File no:- NEIGR/S&P/R-01/2023-24/Pt1

Approved in Agenda C-2/68th Procurement Committee

PreBid Meeting

Topic: Prebid Meeting for GEM/2024/B/5400211

Time: Sep 25, 2024 04:00 PM Mumbai, Kolkata, New Delhi

Join Zoom Meeting

<https://us05web.zoom.us/j/88415097984?pwd=2Tptisr5EHXkdapQiXoa7>

Meeting ID: 884 1509 7984

Passcode: NEIGRIHMS@

Scope of work & Document details	
A	Following mandatory documents must be attached in the bid document as specified, failing which bid will be treated as" non-responsive"
1	Cost of spares, consumables and accessories not covered under warranty and CMC period shall be offered as percentage value of the system/Unit in the Technical Bid Additional Doc1 (Requested in ATC)"
2	Documents with regard to Details compliance statement to be attached At " Additional Doc 2(Requested in ATC)"
3	Documents with regard to Original Literature, Product catalogue, technical datasheet from the firm/O.E.M with Highlighting as per the technical specification must attach At " Additional Doc 3(Requested in ATC)"
4	Documents with regard to list of Offering/Quoted items mentioning make, model & quantity of each items must be " Additional Doc 4(Requested in ATC)"
5	<p>Component wise pricing of all equipment/turnkey/electrical/accessories/HVAC etc ,</p> <p>must be submitted in the "Financial Document" .Not in technical Bid</p> <p>Any Detail price bid/Component wise pricing should not be attached in the technical bid ,failing which bid will be consider as "Techno Commercially Non Responsive "</p>
B	Warranty and Maintenance
1	<p>Warranty for 2 years followed by CMC for 8 years including Spares & service for all the items supplied</p> <p>in this particular tender including third-party items and turnkey works .</p>
2	<p>Mandatory 2 PMs / Year with unlimited breakdown calls has to be attended by the</p> <p>Bidder/manufacturer throughout the warranty & CMC period at site.i.e. NEIGRIHMS, SHILLONG.</p>
3	<p>Duly signed Mandatory PM reports has to be submitted periodically, failing which necessary action</p> <p>will be initiated as per term& condition of the tender.</p>

3	E-bidder have to adhere to Government of India, Ministry of Finance, PPD division Public procurement order OM F.No.6/18/2019-PPD dated 23rd july,2020 inserting Rule 144(Xi)in GFR 2017 ,No 1 dated: 23/7/2020 and subsequent Orders No 2 & 3 or as amended from time to time , failing which the bids shall be treated as non-responsive.
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Minimum Reserve Value for buy back of the old system

Sl. No.	Description of Stores Make	Qty.	Minimum Reserve Declared Value
1.	CT Scan system (MAke siemens ,Model:-Somatam Defination AS) Procured vide OT-851/2012-13 dated 15/03/2023	1 nos	Rs 26,46,280.00
	Note: - The price offered in the e-price bid /BOQ shall be considered as <u>inclusive of the buyback value.</u> - The buyback value of the system /assets should <u>also be indicated in the ATC-1 & financial Document as percentage of the offered FOB /Basic Cost</u> of the system /assets in order to arrive at Book /Reserve value for the record of the Institute. - The buyback value should essentially cover the Minimum Reserve Declared Value.		

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Buyer Added Bid Specific Terms and Conditions

1. Generic

End User Certificate: Wherever Bidders are insisting for End User Certificate

2. Generic

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s) t Organization / PSU / Public Listed Company for 3 years before the bid open during each of the year. In case of bunch bids, the primary product having h

3. **Generic**

IT equipment shall be IPv6 ready from day one.

4. **Generic**

Installation, Commissioning, Testing, Configuration, Training (As applicable &

5. **Generic**

Upload Manufacturer authorization: Wherever Authorized Distributors a
ation, address, e-mail Id and Phone No. required to be furnished along with l

6. **Generic**

The successful bidder has to supply all essential accessories required for the
try practice, following accessories must be part of supply and cost should be

7. **Generic**

The Buyer has an existing set up / inventory of similar products. The offered
items or shall have to include in the supply the necessary hardware / softwa
are as under: all the spares Including UPS, PC, battery, Printer, Probes & upg

8. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installati

9. **Turnover**

Bidder Turn Over Criteria: The minimum average annual financial turnover c
d in the bid document. Documentary evidence in the form of certified Audite
he turnover details for the relevant period shall be uploaded with the bid. In
of the completed financial years after the date of constitution shall be taken

10. **Turnover**

OEM Turn Over Criteria: The minimum average annual financial turnover of l

uld be as indicated in the bid document. Documentary evidence in the form of a statement indicating the turnover details for the relevant period shall be uploaded by the bidder in respect of the completed financial years after the date of constitution of the company. The bidder having highest bid value should meet this criterion.

11. **OEM**

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller's effect should be submitted.

12. **Purchase Preference (Centre)**

As per DPIIT notification at the time of e-tender, bidding or solicitation the bidder should give details of the location/s at which value addition is made by the bidder /Class II local supplier"

Further the details of Calculations of local content areas under:

Question 1. How to calculate Local Content?

Answer: Para 2 of the PPP-MII Order, 2017 (as amended on 16.09.2020) defines local content as

Local content' means the amount of value added in India which shall, unless prescribed by the Nodal Ministry, be the total value of the item procured (exclusive of domestic indirect taxes) minus the value of imported content in the item (inclusive of customs duties) as a proportion of the total value, in percent.

Mathematically,

Local content = (Sale price - Value of imported content) * 100/ Sale price

Where, "Sale price" means price excluding net domestic indirect taxes and "Value of imported content" means price of imported content inclusive of all customs duties.

Question2. How to calculate Local Content in bids involving supply of multiple items?

Answer: In case of bids requiring supply of multiple items (say "X1", "X2" and "X3")

Local content = ((Sale price of "X1" - Value of imported content in "X1") + (Sale price of "X2" - Value of imported content in "X2") + (Sale price of "X3" - Value of imported content in "X3")) / (Sale price of "X1" + Sale price of "X2" + Sale price of "X3") * 100

13. **Service & Support**

Availability of Service Centres: Bidder/OEM must have a Functional Service (including on-site warranty). If service center is not already there at the time of bidding, it may be added only after submission of documentary evidence of having Functional Service Center.

14. Service & Support

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

15. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation

16. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificat

17. Certificates

The bidder or the OEM of the offered products must have BIS/WHO-GMP/ CD:

18. Certificates

Material Test Certificate Should Be Sent Along with The Supply. The Material

19. Certificates

The bidder is required to upload, along with the bid, all relevant certificates and specifications given in the bid document.

20. Certificates

To be eligible for award of contract, Bidder / OEM must possess following Certificates .

21. Warranty

Bidder / OEM has to give an undertaking that after expiry of warranty period

than 5% of contract price per annum. Buyer reserves the right to enter into and the payment for the CMC charges would be made Biannually after rendered if it fails to accept the CMC contract when called upon by the buyer. CMC & third party Software (Upload the undertaking). The original Performance Sotal CMC value valid up to CMC period plus 2 months (if there is no other cla

22. Warranty

Warranty period of the supplied products shall be 2 years from the date of fi e of supply), at consignee location. OEM Warranty certificates must be subn case of any break down during the guarantee period. Seller should have wel ending the after sales service. Details of Service Centres near consignee des

23. Warranty

Over and above the normal Warranty terms as per GeM GTC, the successful ract. : The comprehensive warranty shall be covering the following scope all load an undertaking with the bid confirming compliance by the bidder if Bide ded along with Bidder undertaking)

24. Warranty

Successful bidder will have to ensure that adequate number of dedicated te d manner and for ensuring Timely Servicing / rectification of defects during

25. Warranty

Timely Servicing / rectification of defects during warranty period: After havir vice / Rectification within 3 days' time limit. If the Seller fails to complete se for each week of delay from the seller. Seller can deposit the penalty with th (PBG). Cumulative Penalty cannot exceed more than 10% of the total contra he risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable t

26. Past Project Experience

For fulfilling the experience criteria any one of the following documents may

- Purchase Order copy along with Invoice(s) with self-certification by the bi
- Execution certificate by client with order value.
- Any other document in support of order execution like Third Party Inspect

27. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of NEIGRIHMS and has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hard copy to the original DD to the Buyer within 7 days of bid opening.

28. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or payable on the demand or with the sanction of the pledger. For release of EMD, the FDR must be signed and stamped along with covering letter. Bidder has to upload scanned copy of the FDR / Bid Opening date & time.

29. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of NEIGRIHMS and has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hard copy to the original DD to the Buyer within 7 days of bid opening.

30. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking. Bank Name BANK OF BARODA Branch address MAWDIANGDIANG, SHILLONG-793001. Bidder has to upload scanned copy of the payment details field at the time of on-line transfer. Bidder has to upload scanned copy of the payment details field at the time of on-line transfer.

31. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft payable to NEIGRIHMS EMD SECURITY DEPOSITS payable at MAWDIANGDIANG, SHILLONG-793001 and has to ensure delivery of hard copy to the original DD to the Buyer within 7 days of bid opening.

32. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt made out or payable on the demand or with the sanction of the pledger. For release of Security Deposit, the FDR will be released in favour of bidder by NEIGRIHMS. Successful Bidder has to upload scanned copy of the FDR document in place of the bid.

33. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment shall be in Beneficiary name NEIGRIHMS EMD SECURITY DEPOSITS Account HILLONG-793018, MEGHALAYA. Successful Bidder to indicate Contract number and copy / proof of the Online Payment Transfer in place of PBG within 15 days.

29. RELATIONSHIP CERTIFICATE in Bidder's letter Head with detail Declaration that I/We do not have relationship with any of the employees working at NEIGRIHMS.

_____ ,

Date: _____

(Signature) Name of the Company/Firm Seal

30. In case of need of fulfilment of statutory requirement for receipt/Installation /Site clearance etc , the delivery/installation period shall commence from the date of receipt of the necessary documents.

31. In order to ensure provision of services (CMC) , spares, consumables , reagents etc. As amended from time to time, a triparted agreement is required to be signed by the Government of India, NEIGRIHMS and the bidder.

(C) 30. Additional Terms and conditions & Scope of Work for CMC

Tenderer/Vendors/contractor should note that the following terms and conditions shall apply to the contract awarded by the Government of India.

1. Comprehensive Annual Maintenance Contract must include Labour, spares and consumables.
2. The terms and conditions of the tender and the agreement executed will be governed by the Government of India and in the manner specified herein shall operate NEIGRIHMS, Shillong, on the other part.
3. The required spares to be replaced must be genuine and certified from the manufacturer.

4. Repairs to be undertaken should be within specified time frame. In case of failure of equipment, any deviation on configuration or specification shall be notified to the effect that the equipment is in working order. The repair order shall be submitted by the CMC holder.

5. Tenderer/Vendors/contractor is responsible to provide electrical and patient safety.
6. The system must be checked & calibrated after every spare changes and consumables.
7. 2 nos of Periodic preventive maintenance is mandatory irrespective of user.
8. Same /Similar Standby system must be provided by the bidder if the system is down.
9. Receipt of this offer may be acknowledged and a copy duly signed/stamped by the bidder.
10. The Performance security shall be denominated in any one of the forms namely Bank Guarantee issued by a nationalized bank in India, pledge in favor of Deputy Commissioner, Shillong or Bank Guarantee will be upto 2 months.

11. It may also be noted that there should be no termination of the contract will be terminated with immediate effect.

12. There will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) per week. In case of failure of the system during CMC period, failing which the bidder shall be liable for the optimum uptime of the system during CMC period, failing which the bidder shall be liable for the same.

- 13.** During Comprehensive Maintenance Contract period, the supplier shall visit service/ technical/ operational manual. The supplier shall visit each consignee of the successful completion of warranty period for preventive maintenance.
- 14.** Processing of bill may be considered on yearly basis with satisfactory report. Charge , BME and the respective DMS/MS.
- 15.** Software updates should be provided free of cost during CMC. The first set of software updates shall be provided within 15 (fifteen) days of the start of the CMC.
- 16.** Settlement of disputes – Director, NEIGRIHMS or his authorized representative.
- 17.** All other terms & conditions are as per award of contract mentioned in pre-bid document.
- 18.** Bidders are required to sign the CMC contract agreement within 15 (fifteen) days of the start of the CMC. Failure to do so shall render the CMC Contract declared null and void.

2. Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority. The Buyer disclaims any liability for the consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to the use of the same. In the event of any dispute arising following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any time.

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by the Government of India.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to extant rules and regulations.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category based bid.
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 [attache](#) items, the bidder is required to submit samples as a pre-requisite to qualify bidders.)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying the same.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid terms and conditions.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions for category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, the seller is required to log in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representation within 4 days of receipt of the same.

*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](#)