

Bid Corrigendum

GEM/2024/B/5408398-C3

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the 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. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
2. If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
3. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address
Department of CTVS
CNC
AIIMS
New Delhi
29
.
4. Bidders shall quote only those products (Part of Service delivery) 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.
5. 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 %.
6. 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 technical parameters, the bid is liable for rejection.
7. 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 desired 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.
8. **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
9. **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.
10. Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.
11. The Buyer has an existing set up / inventory of similar products. The offered / supplied product must be

compatible with existing system. The bidder has to ensure Compatibility of the supplied items or shall have to include in the supply the necessary hardware / software to make them compatible at no extra cost to the buyer. The details of items with which compatibility is required are as under:
Including all spares, accessories, batteries, wheels, 3rd party items and labor

12. 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:
Including all spares, accessories, batteries, wheels, 3rd party items and labor
13. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.
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. Bidders can also submit the EMD with Account Payee Demand Draft in favour of
'AIIMS CNC ACCOUNT, payable at New Delhi
payable at
payable at New Delhi
.
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.
16. 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
17. Bidders can also submit the EMD with Banker's Cheque in favour of
'AIIMS CNC ACCOUNT, payable at New Delhi
payable at
payable at New Delhi
.
Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to Buyer within 5 days of Bid End date / Bid Opening date.
18. 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
'AIIMS CNC ACCOUNT, payable at New Delhi
payable at
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.
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A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder 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. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
21. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 15% of total value.
22. Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

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24. 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.
25. ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.
26. Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.
27. The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.
28. To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid):
30.09.2024
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29. 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.

30. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the 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 OEM 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. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.
31. 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.
32. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
33. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
34. Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide Comprehensive Maintenance Service for next 5 years for the offered products at the rate not more than 4 % of contract price per annum. Buyer reserves the right to enter into a CMC agreement with the Successful Bidder / OEM after expiry of the Warranty period at above mentioned rate and the payment for the CMC charges would be made Biannually after rendering of the CMC Services of the relevant CMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the CMC contract when called upon by the buyer. CMC would include cost of 4% of cost of quoted equipment (Upload the undertaking). The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 5% of total CMC value valid up to CMC period plus 2 months there is no other claim).
35. 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.
36. Over and above the normal Warranty terms as per GeM GTC, the successful bidder / OEM shall have to provide Comprehensive Warranty during the entire Standard warranty period as per contract. : The comprehensive warranty shall be covering the following scope Including all spares, accessories, batteries, wheels, 3rd party items and labor (Upload an undertaking with the bid confirming compliance by the bidder if Bidder is taking onus of this compliance. In case OEM is taking onus of this compliance, OEM undertaking is to be uploaded along with Bid undertaking)
37. Successful bidder will have to ensure that adequate number of dedicated technical service personals / engine 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.
38. 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 7 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 reimburse the cost of such service / rectification to the Buyer.
39. Buyer Added text based ATC clauses

DEPARTMENT OF CTVS

Revised Specifications (After pre-bid meeting)

Sr. No.	Technical Specifications for Temperature Control Machine.
1.	· Should have faster heating and cooling in its class.
2.	Ø Should have Consist of 1 cooling tank and 2 heater chamber.
3.	· Should have independent circuits for patient (2 outputs) and cardioplegia (1 output).
4.	Ø Should have Temperature range from 3°C to 41°C in both circuits.
5.	· Should have Graphical user interface.
6.	· Should have fully touch controller display.
7.	· Can have an option of Wireless remote control access up to 10 meters.
8.	· Should have Diagnostic mode for troubleshooting.
9.	· Should have Emergency manual mode.
10.	· Should have Auto-cleaning and descaling mode: - circulates water up to 70°C with descaling and disinfectant agent.
11.	· Should have more than 10 l/m flow rate in each circuit.
12.	· Should have custom configurable
13.	Ø Should have Configurable according to customer's demand.
<u>Specification:</u>	
14.	Electrical: Voltage: 220 V- 250V. Frequency: 50Hz. Amperage: 16A. Current leakage: 100 micro amps maximum for 115V, 500 micro amps maximum for 220V. Ground resistance: 0.1 ohm maximum.
15.	Performance: Water Outlet Temperature: Arterial heat exchanger and blanket: 3-42°C. Cardioplegia: 3-42 °C
16.	Ice Supply: Cooling tank takes almost 1 hour to form ice when tank temperature is 30 degree Celsius.

17.	Maximum Flow Performance: arterial heat exchanger outlet port: 10 L/min) at zero head 13.5 psi (700 mmHg) maximum pressure. Blanket supply outlet port: 2 L/min at zero head 11.8 psi (610 mmHg) maximum pressure. Cardioplegia water supply port: 10 L/min.
18.	7.5 psi (386 mmHg) maximum pressure.
19.	Remote Temperature Sensing and display accuracy: $\pm 0.1^{\circ}\text{C}$
20.	<p>Important Conditions:</p> <ul style="list-style-type: none"> The bidder must quote rates of equipment with 5 (five) years onsite Comprehensive warranty (Including all spares, accessories, batteries, wheels, 3rd party items and labor) from the date of Installation of equipment. Further bidder must quote rates of Comprehensive Annual Maintenance Contract (CAMC) Including Including all spares, accessories, batteries, wheels, 3rd party items and labor) for 6th to 10th years, after expiry of five years comprehensive warranty. In case, bidder not quoted rates for CAMC, it will be treated included and must be provide 10 year comprehensive warranty within quoted rates of equipment. No CAMC proposal will be considered later on. The cost of equipment + CAMC (NPV) charges + inclusive of GST, will be considered for ranking (L-1) purpose. All software updates till the period of 5 years to be provided free of cost The L-1 bidder must submit copies of previous supply order placed by AIIMS, New Delhi or any other Govt./reputed Pvt. Hospitals/Organizations within one week of receiving the information for ascertaining the price reasonability of quoted equipment/instruments.
21.	<u>Compliance Statement:</u> The vendor must upload Technical Compliance Statement in tabular form in compliance of technical specification of the quoted product. The vendor must give the relevant page number and paragraph number, in their literature/product brochure regarding that technical information in the technical bid. Merely stating "complies" or meets requirement" will lead to assumption that the quoted product does not have the required feature.
22.	The parent company should give the undertaking to provide the spares for 10 years, if required.
23.	Original Manufacturer or their subsidiary or authorized dealer who is quoting should be present in India having selling experience of more than 02 years in government institutes/hospitals.
24.	In no case the instrument should remain in non-working condition for more than 24 hours, beyond which a penalty as per the rules of the institute will be levied.
25.	The vendor should have a good service and application back up along with instruments to provide an effective trouble shooting and support. (Response time <12 hours).
26.	There should be service backup readily available within city and any complaint of malfunction should be attended to within 24 hours.
27.	It will be responsibility of the vendor to submit proposal of CAMC at least 6 months before expiry of warranty of previous CAMC.

28.	Price bid (with complete scope of supply, price break-up of all items), complete list of spare parts, accessories, consumables, if required, for quoted product must be uploaded in PDF at financial bid (space given in the price bid part of GeM Portal).
29.	Bidders must quote rates of all spares, accessories, consumables, if required, (with break-up price of each item) separately (in PDF) and the quoted rates will remain valid for 10 years (warranty & AMC period) for future purchases as and when required basis.
30.	In case any item (spares, accessories, consumables) required to run the system and firm did not quote rates of those items in their price bid, the same mandatorily will be supplied by the firms at Free of Cost without any Price/conditions.
31.	The bidder must provide the Physical Demonstration of quoted product. Only seven days will be given for preparation of quoted product. In case of not attended physical demo meeting, not demonstrated the quoted product/not demonstrated tendered features, the bid will be summarily rejected and no request for extension of demo meeting/so on, will be considered.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority, 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](#)