

बिड दस्तावेज़ / Bid Document

| बिड विवरण / Bid Details | |
|--|--|
| बिड बंद होने की तारीख/समय / Bid End Date/Time | 02-07-2026 17:00:00 |
| बिड खुलने की तारीख/समय / Bid Opening Date/Time | 02-07-2026 17:30:00 |
| बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date) | 180 (Days) |
| मंत्रालय/राज्य का नाम / Ministry/State Name | Ministry Of Health And Family Welfare |
| विभाग का नाम / Department Name | Department Of Health And Family Welfare |
| संगठन का नाम / Organisation Name | Hll Lifecare Limited |
| कार्यालय का नाम / Office Name | Hll Bhavan, Registered Office, Poojapura |
| शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal | sdrbdsouth@lifecarehll.com |
| कुल मात्रा / Total Quantity | 48 |
| वस्तु श्रेणी / Item Category | Full Field Digital Mammography Unit (Q2) |
| बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years) | 8400 Lakh (s) |
| उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service | 3 Year (s) |
| टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Turnover | Yes Complete |
| स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover | No |
| विक्रेता से मांगे गए दस्तावेज़ / Document required from seller | Experience Criteria, Past Performance, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |

| बिड विवरण/Bid Details | |
|--|--|
| क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid? | Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in) |
| बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension | 3 |
| दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended | 3 |
| ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count | 3 |
| विगत प्रदर्शन /Past Performance | 20 % |
| बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled | Yes |
| रिवर्स नीलामी योग्यता नियम/RA Qualification Rule | 50% Lowest Priced Technically Qualified Bidders |
| व्यापक रखरखाव शुल्क आवश्यक / Comprehensive Maintenance Charges Required | Yes |
| बिड का प्रकार/Type of Bid | Two Packet Bid |
| तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation | 2 Days |
| निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM) | No |
| क्या पार्ट क्वांटिटी बोली लगाने की अनुमति है? / Is Part Quantity Bidding Allowed? | Yes |
| Payment Timelines | Payments shall be made to the Seller within 45 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC) |
| मूल्यांकन पद्धति/Evaluation Method | Total value wise evaluation |
| मध्यस्थता खंड/Arbitration Clause | No |
| सुलह खंड/Mediation Clause | No |

ईएमडी विवरण/EMD Detail

| | |
|-----------------------------|-----------|
| एडवाइजरी बैंक/Advisory Bank | HDFC Bank |
|-----------------------------|-----------|

| | |
|-----------------------|----------|
| ईएमडी राशि/EMD Amount | 33600000 |
|-----------------------|----------|

ईपीबीजी विवरण /ePBG Detail

| | |
|---|-----------|
| एडवाइजरी बैंक/Advisory Bank | HDFC Bank |
| ईपीबीजी प्रतिशत (%) /ePBG Percentage(%) | 5.00 |
| ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months). | 14 |

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

(c). ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

HLL LIFECARE LIMITED
CENTRAL MARKETING OFFICE, HLLBHAVAN, #26/4, TAMBARAM-VELACHERRY MAIN ROAD, PALLIKKARANAI,
CHENNAI - 600 100. GST NO.:33AAACH5598K1Z8
(Hll Lifecare Limited)

विभाजन/Splitting

| | |
|---|-------|
| विभाजन/Splitting Applied | Yes |
| बोलीदाताओं की अधिकतम संख्या, जिनके बीच ऑर्डर विभाजित किया जा सकता है। / Maximum No. Of Bidders Amongst Which Order May Be Split | 3 |
| विभाजन मानदंड इस बात पर आधारित है कि कौन सी क्वांटिटी को वितरित किया जाएगा / Split Criteria based on which quantity will be distributed | 70:30 |

एमआईआई खरीद वरीयता/MII Purchase Preference

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|--|----|
| एमआईआई खरीद वरीयता/MII Purchase Preference | No |
|--|----|

एमआईआई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MII

| | |
|---|----------------------|
| सक्षम प्राधिकारी का नाम/Name of Competent Authority | Under Secretary (PP) |
|---|----------------------|

| | |
|---|--|
| सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority | Under Secretary (PP) |
| सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority | Ministry of Finance |
| सीए अनुमोदन संख्या/CA Approval Number | 4/1/2023-PPD |
| सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date | 17-02-2025 |
| सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण/Brief Description of the Approval Granted by Competent Authority | Relaxation under Rule 161 (iv) GFR 2017 for issuance of GTE for procurement of medical devices this equipment is exempted from MII preference. |

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

एमएसई खरीद वरीयता/MSE Purchase Preference

| | |
|---|-----|
| एमएसई खरीद वरीयता/MSE Purchase Preference | Yes |
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X% | 15 |
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference | 25 |

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
2. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
3. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
4. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs

having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

पार्ट क्वांटिटी बोली लगाना / Part Quantity Bidding

Buyer has allowed part quantity bidding, bidders can offer maximum quantity that they can deliver keeping in mind their capacity and delivery period requirements. The offer quantity has to be more than minimum bid quantity as specified by the Buyer in the bid. Offers with quantity less than Minimum are liable to be rejected. It may however be noted that there is no guarantee that full offer quantity will be ordered by the buyer. Quantity to be ordered by the buyer will depend on various factors including the Ranking of the bidder, Offered quantity, Splitting criteria indicated by the buyer in the bid and the requirement of the buyer to have multiple sources of supply for ensuring supply chain etc. Sellers would be notified about likely order quantity or range of possible order quantity at the time of price match request made by the buyer. Award of contract will be subject to acceptance of price match request along with min / max offer quantity as decided by the Buyer.

5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

6. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 20% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

7. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

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

BOQ26 - [1781175054.xlsx](#)

Pre Bid Detail(s)

| | |
|---|---|
| मूल्य भिन्नता खंड दस्तावेज/Pre-Bid Date and Time | प्री-बिड स्थान/Pre-Bid Venue |
| 18-06-2026 11:00:00 | PRE BID MEETING -DIGITAL MAMMOGRAPHY Thursday, June 18:11:00am – 3:00pm Join with Google Meet: meet.google.com/qzj-ciim-wfy |

विक्रेता से आवश्यक मदवार न्यूनतम क्षमता / Itemwise Minimum Capacity Required From Seller

| क्र.सं. / S.No. | वस्तु श्रेणी / Item Category | मात्रा / Item Quantity | न्यूनतम क्षमता / Minimum Capacity |
|-----------------|-------------------------------------|------------------------|-----------------------------------|
| 1 | Full Field Digital Mammography Unit | 48 | 24 |

Full Field Digital Mammography Unit (48 pieces)

तकनीकी विशिष्टियाँ / Technical Specifications

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

| विवरण/Specification | विशिष्टि का नाम /Specification Name | बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values) |
|------------------------------------|--|---|
| X-RAY GENERATOR | Minimum Generator power output(KW) | 3.5, 5, 7 Or higher |
| GANTRY ASSEMBLY | Hand Switch | Yes, No |
| | Compression System | Manual, Automatic |
| DIGITAL FLAT PANEL DETECTOR | Detector Type | Direct conversion type, Indirect conversion type |
| DIGITAL BREAST TOMOSYNTHESIS | Provision of Digital Breast Tomosynthesis Facility | Yes, No, No (upgradable to Tomo synthesis) |
| | If Breast Tomosynthesis Facility is provided, it should be able to perform tomosynthesis in both CC and MLO views | Yes, NA |
| | It should be possible to obtain both standard views (2D) and tomosynthesis (3D) without repositioning of the patient or any change in the attachments | Yes |
| | Time for tomosynthesis acquisition (Sec) | < 25 sec, NA |
| | Generation of synthesized mammographic view from tomosynthesis data | Yes, NA |
| DIGITAL STEREOTACTIC BREAST BIOPSY | Provision of Digital Stereotactic Breast Biopsy Facility | Yes, No, No (upgradable to digital stereotactic breast biopsy) |

| विवरण/Specification | विशिष्टि का नाम /Specification Name | बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values) |
|-------------------------|--|---|
| | If Digital Stereotactic Breast Biopsy Facility provided, it should allow biopsy in both CC and ML orientation of the gantry | Yes, NA |
| | It should be ready to use with standard FNAC needles, hookwire needles, 14 G core biopsy guns and vacuum assisted biopsy probes | Yes, NA |
| | Needle holders, biopsy guides and any other hardware or software required for Stereotactic Breast Biopsy should be included with the unit | Yes, NA |
| ACQUISITION WORKSTATION | Medical Grade Diagnostic monitor for Acquisition Workstation | Black and white, Color |
| | Monitor Size for Acquisition Workstation | 19 - 25 (inch) |
| | Processor for Acquisition Workstation | i3, i5, i7, i9, Intel Xenon E5 Or higher |
| | RAM Size (GB) for Acquisition Workstation | 4, 6, 8, 16 Or higher (gigabyte) |
| | Minimum Storage Capacity for Acquisition Workstation | 5000 images, 8000 images Or higher |
| REPORTING WORKSTATION | Medical Grade monitor for reporting workstation | Black and white, Color |
| | Each Monitor Size for reporting workstation | 19 - 25 (inch) |
| | RAM Size (GB) for reporting workstation | 4, 6, 8, 16, 32 Or higher (gigabyte) |
| | Minimum Storage Capacity for reporting workstation | 5000 images, 8000 images, 10000 images Or higher |
| STANDARD ACCESSORIES | Vendor Neutral Compatible CAD to be provided | Yes, No, No (upgradable to CAD) |
| | Compatible Breast Density Assessment software to be provided | Yes, No |
| | Spot sliding or sliding compression paddle (1 Nos) | Yes, No |
| | Mammography compatible Dry film camera (1 Nos) with minimum 500 DPI or more with 500 films | Yes, No |

| विवरण/Specification | विशिष्टि का नाम /Specification Name | बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values) |
|---------------------|--|---|
| | Motorized/battery powered mobile biopsy chair cum couch of reputed brand suitable for Stereotactic biopsy in sitting and lateral decubitus position | Yes, No |
| | Online UPS of suitable rating with atleast 30 minutes of power back up for entire system to be provided | Yes, No |

| व्यापक रखरखाव / Comprehensive Maintenance | |
|--|--------|
| Comprehensive Maintenance (Minimum Percentage) | 3 % |
| Comprehensive Maintenance (Maximum Percentage) | 25 % |
| Warranty of required product | 1 Year |
| Comprehensive Maintenance Duration (Post Warranty) | 9 Year |

*Warranty displayed under the AMC/CMC Details section will supersede the warranty displayed under the catalog specification

Additional Specification Parameters - Full Field Digital Mammography Unit (48 pieces)

| Specification Parameter Name | Bid Requirement (Allowed Values) |
|------------------------------|--|
| TECHNICAL SPECIFICATION | The specification provided in GEM tender document is only for reference and for actual specifications Bidders are requested to refer the Tender Document uploaded by HLL as ATC under the heading 'Buyer Added Bid Specific Terms and Conditions'. |
| PRODUCT COMPLIANCE SHEET | Bidder has to provide item by item compliance sheet as per attached ATC specification |

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

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

| क्र.सं./S.N o. | परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|----------------|---|-------------|------------------|------------------------------|
| | | | | |

| क्र.सं./S.N o. | परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|-------------------|---|--|------------------|---------------------------------|
| 1 | Praveen Kumar Gangadharan | 695012,HLL LIFECARE LTD, HLL BHAVAN, POOJAPURA, THIRUVANANTHAPURAM | 48 | 240 |

Special terms and conditions-Version:2 effective from 20-06-2024 for category Full Field Digital Mammography Unit

1. 1. All Provisions of Drugs and Cosmetics Act, 1940 and Rules (including Medical Device Rule 2017) made there under as amended till date will always be applicable. This will include all notifications issued by Central Drugs Standard Control Organization (CDSCO), Ministry of Health & Family Welfare (MoHFW) and Department of Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers time to time in this regard.
2. The sellers are registered on GeM based on the submission of valid Drug License and self declaration of product certification, test reports etc. However, buyers must check and validate the details at their end for all applicable licenses and certifications e.g., validity and authenticity/genuineness of drug license, product certification, manufacturer certification/licenses, test reports etc.
3. In case of authorized resellers/distributors, it will be the legal & regulatory liability of the manufacturer to ensure that their resellers/distributors are operating in compliance with all relevant laws and regulations and are properly licensed to sell the manufacturer's products, including verifying the validity and authenticity of drug license held by them.
4. The price offered by the seller/bidder shall not, in any case exceed the DPCO/NPPA controlled price or price fixed by State Government, if any. The seller must reduce the prices if there is any reduction in DPCO/NPPA ceiling price or price fixed by State Government, if any.
5. Any other Terms and Conditions which is not included or at variance with the conditions specified in STC/GTC, may be added by the buyer through Additional Terms and Conditions (ATC) in the bid to ensure items are procured from authentic/validated source with appropriate and applicable quality. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede specific STC which shall supersede General Terms and Conditions ("GTC"), whenever there are any conflicting provisions.
6. **Comprehensive warranty:** Comprehensive warranty shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares. During the warranty period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months. warranty shall not be including the consumables. Further there will be 98% uptime warranty during warranty period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend warranty period by double the downtime period.
7. **Service centres:** Details of Service outlets in India to render services for equipment to be furnished to buyer/consignees with complete address, telephone numbers, e mails etc at time of making the supplies. It shall be the responsibility of seller to ensure that authorized service centres are available to cater to the areas where supplies are made within reasonable distance from where the service calls can be handled. Details of toll-free numbers for service call and online registration of service requests also to be provided buyer/consignee at the time of supplies.
8. **Source of supply:** It shall be responsibility of seller to provide Documents regarding source of equipments such as copy of Performa invoice or any other documents to establish that the products supplied are manufactured by OEM indicated and sourced from them.
9. **Packing and Marking:** Medical equipments being very delicate and sensitive packing for the goods should be strong and durable enough to withstand transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. .The size, weights and volumes of the packing cases, remoteness of the final destination of the goods, availability or otherwise of transport and handling facilities at all points during transit up to final destination,. Quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall take into consideration the type of medical equipments being supplied. The accessories shall be suitably labelled and packed. Each of the package shall be marked on three sides with indelible paint of proper quality: indicating contract number and date, brief description of goods including quantity, Packing list reference number, country of origin of goods and any other relevant details.

10. **Spare Parts:** Seller shall provide materials, information etc. pertaining to spare parts manufactured and supplied by the OEM. It shall be ensured that the required spares are available for purchase at least for 10 years from date of supplies. In case due to any reasons the production of the spare parts is discontinued sufficient advance notice should be given to the buyer/consignee before such discontinuation to provide adequate time to purchase the required spare parts etc. Further, OEM and their service centres/dealers shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the equipments so that the same are available. OEM or reseller shall always accord most favoured client status to the buyer/consignee and shall give the most competitive price for spares and consumables of its machines/equipments supplied.
11. **Installation, Training, Manuals:** Seller shall be responsible to carry out Installation & commissioning, Supervision and Demonstration of the goods. They shall provide required jigs and tools for assembly, minor civil works for the completion of the installation and Training of Consignee's representatives for operating and maintaining the equipment and supplying required number of operation & maintenance manual for the goods. In case the category parameters are specifying any requirements regarding the installations, training and manuals the same shall also be applicable.
12. **Electrical safety checking:** Sellers are required to make sure that they furnish the list of equipments for carrying out routine and preventive maintenance to buyer/consignee. They should make sure to periodically check the electrical safety aspects as per BIS Safety Standards or equivalent. In case they do not have required equipment for such testing should ensure that the equipments checked for electrical safety compliance through labs with facilities for such checking during every preventive maintenance call.
13. **Software:** All software updates should be provided free of cost during warranty period.

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity 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.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Technical Specification of DIGITAL MAMMOGRAPHY

1. X-RAY GENERATOR - High Frequency

- a. Frequency = 45KHz or more
- b. Power = +3 KW or more
- c. mA = 70mA or more
- d. KV Range = 23KV to 35KV or higher in 1 KV increment
- e. mAs = 3 mAs - 400 mAs or more

2. X-RAY TUBE - Rotating anode with dual focus

- a. Focal Spots (0.1 & .3)
- b. Target - Tungsten (W) target or Molybdenum/Tungsten dual target
- c. A.H.U = 150 KHU or more
- d. Anode speed = 7800 rpm or more.
- e. Light Beam Collimator for 24cmx30cm field size with Auto shut off timer.

3. FLAT PANEL DETECTOR

- a) size = 24x30 cm
- b) conversion screen/ scintillator = Cesium Iodide
- c) photodiode = amorphous silicon

d) pixel pitch = Atleast 85µm

4. PANEL

- a) acquisitions software = Control of Exposure parameters as well as image parameters.
- b) operating modes =
 - i. Automatic selection (APR) of Exposure parameters (KV & mAS) as per fatty, normal & dense breasts with manual override
 - ii. AEC mode (Dual shot) for automatic selection of exposure parameters. Automatic density selection as per breast anatomy for optimum Image quality.
- c) digital display = All imaging parameters and errors/conflicts
- d) switches on G.U.I based software should be able to select imaging parameters, imaging mode and focal spot.

5. SOFTWARE FEATURES

- a) Standard features details -
 - i. Seamlessly integrated software in the equipment itself with operational capability from the gantry as well as console should be there.
 - ii. The software should be able to generate diagnostic quality images within 5 seconds of acquisition and be able to get integrated in real time with any remote access (like PACS) as required by the user.
 - iii. Image property details and raw data should be accessible for QA/QC/research purpose
- b) X-ray generator control -
 - i. KV/KVP & mAS increase/ decrease switches
 - ii. APR & AEC Mode selection switches
 - iii. APR for automatic exposure parameters selection
 - iv. as per Fatty, Normal & Dense breast
 - v. Focal Spot Large/ Small selection
 - vi. Exposure ON Indication
- c) Pre-Processing Features -
 - i. Separate log in for Manager and Technician.
 - ii. DICOM Modality work list for the patient details
 - iii. Manual & Emergency Patient details Entry
 - iv. Exam Specific Algorithms image processing for consistent image quality of all body parts.
 - v. Image processing tools for different anatomy
- d) Post Processing Features
 - i. Boost features for the image quality enhancement.
 - ii. Symphony tools for image processing.
 - iii. Add image accept/reject comments
 - iv. Image mirror & Flip, Image rotation in steps & in 90 degree steps.
 - v. Dynamic Zoom with PAN
 - vi. Negative Image
 - vii. True Image & Fit to screen
 - viii. Brightness & Contrast adjustment with change of Window width & Window level
 - ix. DICOM Tags/Information view
 - x. Auto send (Auto push)
- e) Text & Annotation
 - i. Addition of Pre-defined text as per View
 - ii. Addition of new text/comment
 - iii. Removal of All text
- f) Measurements Features
 - i. Length / Distance measurement
 - ii. Angle measurement
 - iii. Curved distance
 - iv. Ellipse
 - v. Cross referencing in CC/MLO views
 - vi. AI-based CAD (Computer-Aided Detection) / Breast Density Assessment tools
- g) Image Print
 - i. User defined print settings.
 - ii. Selection of different film sizes
 - iii. Image Print on Normal & on DICOM printer
- j) Connectivity & storage Features
 - i. Latest DICOM version compatibility
 - ii. CD/DVD/USB media transfer facility with transfer of inbuilt DICOM player
- k) Monitor -
 - i. 1 pair of simultaneously synchronized medical display 5 MP & 21 inches or more should be provided as a stand-alone viewing/reporting station in the reporting area.
 - ii. 1 no. medical display 3 MP & 26 inches should be provided as an integrated viewing station for technician in the console room/area.

6. STAND ASSEMBLY

- a) Fully motorized Up-down movement of gantry

- b) Angular movement is manual controlled & locking mechanism is provided to hold / lock the Tube arm at desired position
- c) Digital display of arm rotation angle in degree
- d) Vertical Movement: 500 mm or more & motorized
- e) Rotation: + 90 degree or more & motorized
- f) Source to image distance (SID): atleast 600 mm
- g) Anti scatter grid: motorized movement
- h) grid ratio atleast 5:1 with 31lp/cm
- i) interspaced material = carbon
- j) Protective Barrier
- k) Shielding devices for other parts of body should be provided
- l) Emergency OFF Switch: 3 Nos. Number & on both sides of equipment and one on console.
- m) Compression up & down Switches on both side of Gantry Column.
- n) Gantry up & down Switches and rotation switches on both side of machine's frame

7. COMPRESSION

- a) Digital display -
 - i. Digital display of applied Compression Force (In Newton) with range up to 20KG
 - ii. Digital Display of Compression Breast Thickness (CBT) with travel of 180 mm
- b) Compression Paddles
 - i. normal size of 24 x 30 cm
 - ii. spot paddle (square) with magnification stand
 - iii. spot square straight compression paddle.
- c) Foot Switch -
 - i. 2 set of foot switches for compression up & down movement
 - ii. both sets of switches should have facility for locking and lock-release of the gantry
- d) Features -
 - i. Automatic decompression of compression at the end of each exposure.
 - ii. Automatic decompression in case of power failure.
 - iii. Push to off button for decompression in case of any emergency, the mechanism should operate from a battery inside the equipment.

8. Details of power supply - The vendor shall provide details of required electricity supply to provided by the user. Provision and installation of all related cables, earthing, hardware, switches shall be the responsibility of vendor. The turnkey works shall be executed as per the scope of turnkey works given below for an area of 150 Sq ft. The bidder should supply suitable UPS and required battery back-up to run the equipment for the ongoing case and to support the viewing station for at least 30 minutes to 1 Hour

9. Miscellaneous

- a) Generator, detector and software should be from same principal manufacturer
- b) Following certifications to be provided:
 - i. The company should be ICMED 13485 and ISO 13485.
 - ii. ISO 9001 certification with a comprehensive certificate mentioning status of registration of main equipment as well as individual components.
 - iii. CDSCO licencing for import/manufacturing
 - iv. European CE from notified Body.
 - v. AERB approval.
- c) The company should have a local Service centre/24x7x365 onsite service support
- d) The company should have at least 3 certified installations of the same equipment in a government sector
- e) All accessories/hardware required for successful installation and running of the equipment should be provided by the vendor.
- f) The system should be supplied with a compact dry chemistry film camera (500 dpi or more) approved for Digital Mammography and 500 films each of size of 8x10 and 10x12.
- g) Acquisition workstation - Windows operating system with Intel Xenon E5 processor or higher RAM size should be 16GB or higher , Storage capacity of 8000 images or more
- h) Reporting workstation- Windows operating system with an i7 processor, RAM size should be 16GB or higher, Storage capacity of a minimum of 20,000 images
- i) Wire localization paddle with open window and alpha-numeric markers can be asked for
- j) Radiation shield with 0.5 mm lead equivalent around acquisition workstation should be deployed with upper half completely transparent.
- k) The vendor should assist and facilitate site approval, registration, licencing and certification of the facility by AERB
- l) The equipment should be BIS/ISO/CE/USFDA certified with four digit notified Body number or BIS approved and certificate to be submitted OR should meet IEC 60601-1, IEC60601-2-2 and IEC 60

601-2-37 standards and valid test report to be submitted from NABL accredited lab for the quoted model or lab in the country of origin.

m) The system shall support latest DICOM standards and should be compatible with PACS/RIS/HIS integration and HL7 standards. The system should support DICOM Modality Worklist, auto-send/auto-push of images, and transfer of data through CD/DVD/USB media with inbuilt DICOM viewer/player. The vendor shall ensure seamless real-time integration with remote access systems/PACS as required by the user institution.

n) Average glandular dose (AGD) display may be included.

o) QA/QC phantom tools and acceptance testing kits as part of the accessories

p) Warranty, Maintenance & Uptime Requirements

The company should provide comprehensive 1-year warranty followed by 9-years CAMC for the complete system. The warranty and CAMC shall include the main unit with all parts including X-ray tube, detector, workstation, batteries, compression devices, accessories, and all supplied hardware/software components. All software updates/upgrades released during the warranty and CAMC period shall be provided without any additional cost. Regular preventive maintenance, periodic QA/QC checks, calibration, quality assurance tests, and license renewal activities as per AERB guidelines shall be the responsibility of the vendor during the warranty and CAMC period. The vendor shall ensure minimum 98% uptime of the system; in case downtime exceeds the permissible limit, penalty in the form of extended warranty equivalent to double the downtime period shall be applicable. Quoted model should be working satisfactorily for a minimum of 03 years after installation

10. The system should be able to do Tomosynthesis in multiple views. Also, the system should be able to synthesize reconstruction of 2D images from 3 D tomo.

11. It should be possible to generate synthesized Digital Mammography from DBT data.

SCOPE OF TURNKEY WORK FOR THE INSTALLATION OF DIGITAL MAMMOGRAPHY MACHINE

-

1. Civil Works:

1. The scope of work includes Supply, installation, testing & commissioning of digital Digital Mammography machine along with Turnkey Work (i.e. all necessary civil, Plumbing, electrical, Air Conditioning and other works required on site for aforesaid work and all interface works with the existing main structure as per the technical specification.

2. The scope of work also includes Supply, installation, testing & commissioning of all accessory Medical & allied Equipment, Furniture, Fixtures, Signage's etc. as per site requirement and technical specification.

3. The scope of work also includes preparation of detailed layouts and drawings of the civil modification works. Necessary approval shall be obtained from the hospital authorities and HLL before execution.

4. The built-up space shall be provided by the hospital authorities. Remodelling the existing built up area to install the Digital Mammography machine as per AERB guidelines shall be planned by the bidder and the required demolition and alteration works shall be done.

5. The bidder shall be responsible for the interior design false ceiling, flooring, wall tiling finishing and any other work required for making the facility fully operational.

6. Care should be taken to provide easy negotiation of the patient stretchers/ trolleys through cor

ridors and doors.

7. The room should be made rodent/pest proof.
8. Radiation shielding as per AERB requirements shall be provided for the windows, doors and its frames as per AERB requirements.
9. New doors and door frames shall be provided. The windows shall be removed and closed inside the Digital Mammography room.
10. Radiation warning lamp shall be provided above the entrance door of the Digital Mammography room.
11. Warning placards shall be provided on the entrance door.
12. Grid type false ceiling shall be provided in the entire area. Lightweight Aluminium ceiling panels, acoustical-treated, supported on grid or finished seamless with support above ceiling. Powder coated finish.
13. Vitrified tile 600x600mm or better shall be provided on the floor and ceiling up to a height of 210cms.
14. Two coats Plastic Emulsion Paint over 2 coats of wall putty including primer in all walls without tiles.
15. Cable tray, trench & channel - necessary trenches, cable tray and channels at required location should be provided.
16. Adequate storage space shall be provided with door shutters for the safe storage of all accessories and consumables.
17. Name board shall be provided outside the Digital Mammography room.
18. Change room partition with curtains shall be provided inside the Digital Mammography room.
19. Wall hangers for dress and cupboard shall be provided to keep the belongings of the patient.
20. Tables for the workstations shall be provided.
21. Additional one table shall be provided in the Digital Mammography room.
22. Three revolving chairs height adjustable, medium-back with hand-rest and one patient stool shall be provided.
23. Dustbins (plastic with lid): 2 Nos
24. All furniture items should be of standard make.
25. All the construction work to be done as per the final approved plan
26. Disposing off: The surplus excavated and construction waste materials shall be cleared from the site by mechanical transport lead up to 2KM to the nearby dumping pits/dumping areas within institute campus identified by Engineer in charge, including all lifts, loading, unloading, stacking etc. complete.

2. Electrical Works

1. Raw power supply of Digital Mammography machine shall be taken from the nearby distribution panel.
2. All interior electrical wiring- with main distribution panel board, necessary MCBs, DB, joint box, switch box etc. the wires shall be of copper of different capacity as per the load.
3. One light shall be connected to the UPS to provide emergency lighting.
4. Switches light and power points should be of modular type and of standard make.
5. LED light fittings with minimum 500 Lux Illumination shall be provided.
6. The MCCB for Digital Mammography machine, installation of UPS and the required power sockets for the workstations and ancillary equipment shall be provided. Additional power sockets for future upgradation shall also be considered.
7. Electrical Earthing adequate for Digital Mammography machine shall be provided by the bidder. The earth-pits should be located as per the approval of institute. The earthing provided shall be maintenance free.
8. Should have the following safety mechanisms: over voltage protection, short circuit protection and phase sequence corrector (for 3 phase equipment)

3. Air Conditioning Works

1. Air conditioning shall be provided for the entire area of Digital Mammography room. Split air conditioners may be used according to room requirement and suitability. The Air conditioning should be designed with standby provision to function 24 hours a day.
2. The outdoor units of AC should be located as approved by the Institute and should have grill coverings to prevent theft and damage. Stand and mounting frame for fixing A/C outdoor unit shall be provided.
3. Air conditioning load: The heat load calculations and maintaining the desired temperature and humidity shall be the responsibility of the bidder.
4. If dehumidifiers are required to maintain the humidity required then the same shall be provided by the bidder.

4. Fire Fighting Works

1. Fire extinguisher Dry CO2 type as required shall be provided.

5. Miscellaneous works

1. Cabling of Network (LAN) connectivity for camera system, console system, workstation, etc.
2. The bidder should assist and facilitate site approval, registration, licensing and Certification of the facility by AERB.

3. One LED X-ray film viewer (3 films) should be provided with adequate electrical connections.
4. Light weight lead aprons with thyroid guard – 2 nos.
5. Branding shall be done by the bidder as per the design given by tender inviting authority. The logo, font, colour scheme, placement and other related details will be provided

6. Approved makes

1. The list of the Approved Makes as approved by CPWD from time to time shall be applicable.
2. Items are to be supplied of Approved Makes “only after” obtaining the approval of tender Inviting Authority or any person authorized by him on this behalf.
3. The scope of work includes submission of existing and completion (i.e. as-built) drawings (Civil, Electrical, AC) and other related documents. In addition, a soft copy of all drawings (In Auto CAD format) and documents shall also be submitted to Tender Inviting Authority.
4. The list of suggested manufacturers are given below.
 - a. Flooring Vitrified tiles - Kajaria, H&R Johnson, RAK India
 - b. Paint - Dulux, Asian Paints, Nerolac
 - c. Cables - Finolex, Havells, V-Guard
 - d. Switches - Legrand, L&T, Crabtree, Roma
 - e. Distribution Box, MCB - Legrand, L&T, Siemens, Havells
 - f. Light fittings - Philips/Crompton/Kesselec-Schreder/Wipro.
 - g. Air Conditioning - Daikin/BlueStar/Voltas
 - h. Furniture - Hermen Miller/Godrej/Featherlite/Wipro

NOTE: The turnkey works shall be done on lumpsum rates. The rates for the scope of turnkey works mentioned above shall be offered by considering an area of 150 Sq ft. The rate for executing turnkey works for additional area shall be offered at per Sq ft rate. Payment for additional area will be considered only if the average area of turnkey work executed in all the locations crosses 150 Sq ft.

3. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.

3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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. 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.

Additional Clause For Comprehensive Maintenance Charges

- 1.CMC shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, after satisfactory completion of Warranty. During the CMC period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months or as per user requirement. Cost of consumables shall not be included in CMC.Further there will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
- 2.CMC charges to be indicated as percentage of cost of equipment quoted for each year after the warranty period.
- 3.GST shall be included in the CMC Charges quoted.
- 4.Cost of CMC will be added for Ranking/Evaluation purpose with depreciation formula.A 10% discounting rate per year shall be applied on CMC Charges for price evaluation on Net Present Value.
- 5.The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user.
- 6.While creating a bid or RA, buyers shall indicate whether CMC is required against Yes/No" options. If CMC Charges are included, an option for number of years for CMC required after the warranty period shall be available.Under this option up to 15 years can be chosen for CMC charges beyond warranty period.
- 7.In case the bid has a provision for CMC, the warranty of the product will also be deemed to have been converted into Comprehensive warranty including preventive maintenance and calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, during the Warranty Period also. Sellers are therefore advised to include the cost of Comprehensive Warranty including spares (excluding consumables) also in product Cost.
- 8.The CMC functionality shall be available in bid only and no direct RA shall be applicable.In case of bid to R/A decrement rules shall be applicable on total price inclusive of CMC charges. Bunching of products shall not be

available while creating bids with CMC charges.

8.1. Buyer shall indicate number of years of warranty by selecting different options available in the field depending on warranty parameter applicable in category parameters for the equipment. No. of years of warranty indicated here shall supersede the warranty period indicated elsewhere in bid or product specifications. The Seller while participating in Bid/RA will get fields to indicate CMC charges as percentage depending on number of years of CMC selected by Buyer. The following shall be applicable, if 5 year CMC selected:

- CMC charges for 1st year after warranty period- Percentage to be indicated- A1
- CMC charges for 2nd year after warranty period- Percentage to be indicated- A2
- CMC charges for 3rd year after warranty period - Percentage to be indicated- A3
- CMC charges for 4th year after warranty period - Percentage to be indicated- A4
- CMC charges for 5th year after warranty period - Percentage to be indicated- A5

Similarly, A6 to A15 are to be indicated for 6th to 15th year of CMC if applicable.

8.2. The calculation of CMC Charges shall take into account the number of years of warranty and duration of CMC as specified while creating bid.

8.3. In the price evaluation, the system shall provide function to calculate the cost of each equipment by formula indicated below including CMC and then show the inter-se-ranking of the bidders. The following are the variables

- (i) Number of years for which CMC required.
- (ii) Number of years of product warranty

The formula for calculating total cost including CMC charges shall be as under:

Total Cost for evaluation=

$C + C * \{ (A1/100)/(1.10^n) + (A2/100)/(1.10^{n+1}) + (A3/100)/(1.10^{n+2}) + (A4/100)/(1.10^{n+3}) + (A5/100)/(1.10^{n+4}) \}$ and so on

C - Cost for equipment quoted and n shall be number of years of product warranty specified.

If 2 year warranty specified, n shall be 2 and if 5 year warranty specified, n shall be 5. A1, A2, A3, A4 & A5 shall depend on how many years CMC selected. For 3 year CMC, only A1, A2 and A3 factors are to be taken into account and A4 and A5 will not be applicable.

8.4. CMC charges offered for each subsequent year should be same or higher than preceding year.

8.5. The CMC charges shall be offered within range of 3 to up to 50% of cost of equipment as defined by buyer.

9. Since CMC charges are to be paid only later for each year during CMC period, applicable performance guarantee amount after placement of contract shall be based on the cost of equipment excluding the cost of CMC Charges.

10. Performance bank guarantee applicable for CMC is to be submitted at start of the CMC and shall be applicable between 2.5% to 10% as specified in bid on total CMC Charges. The PBG submitted after award of contract shall be released only after new PBG for the CMC period is submitted and accepted by buyer/consignee after due verification. Bank guarantee for CMC is to remain valid till completion of CMC period plus one year. The bank guarantee for CMC shall be submitted to buyer directly. In case, seller fails to submit the PBG or does not provide services for the CMC contract after expiry of warranty period then PBG of equipment shall be forfeited.

11. In case of splitting of order quantity, equipment cost and CMC charges offered by L1 bidder shall be matched by higher quoting eligible bidders on one-to-one basis. The equipment cost and CMC charges (year to year) shall be matched individually.

12. The CMC Contract shall be an offline contract to be handled by buyer. The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user and scope of CMC will be as per para 1 above.

13. CMC Charges are inclusive of all the charges for Transportation, Lodging, Boarding, all insurances including third party insurance and all other incidental charges. The same shall include GST. The prices also include cost of spares and damaged parts. Purchaser does not have any liability, whatsoever, over and above the cost of CMC. It also includes for arranging hand tools & tackles, special tools etc. required to carry out the work.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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

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

---धन्यवाद/Thank You---