

### Bid Document

| <b>Bid Details</b>   |  |
|--|--|
| <b>Bid End Date/Time</b>   | 17-09-2021 16:00:00  |
| <b>Bid Opening Date/Time</b>   | 17-09-2021 16:30:00  |
| <b>Bid Life Cycle (From Publish Date)</b>                                    | 90 (Days)  |
| <b>Bid Offer Validity (From End Date)</b>                                    | 65 (Days)  |
| <b>Ministry/State Name</b>   | Ministry Of Health And Family Welfare  |
| <b>Department Name</b>   | Department Of Health And Family Welfare  |
| <b>Organisation Name</b>   | Jawaharlal Institute Of Postgraduate Medical Education And Research (jipmer)   |
| <b>Office Name</b>   | Jawaharlal Institute Of Postgraduate Medical Education And Research  |
| <b>Total Quantity</b>  | 1  |
| <b>Item Category</b>   | Portable Ultrasound Machine  |
| <b>Minimum Average Annual Turnover of the Bidder</b>                         | 10 Lakh (s)  |
| <b>OEM Average Turnover (Last 3 Years)</b>                                   | 100 Lakh (s)   |
| <b>Years of Past Experience required</b>                                     | 3 Year (s)   |
| <b>MSE Exemption for Years of Experience and Turnover</b>                    | No   |
| <b>Startup Exemption for Years of Experience and Turnover</b>                | No   |
| <b>Document required from seller</b>   | Experience Criteria,Past Performance,Bidder Turnover,OEM Authorization Certificate,OEM Annual Turnover,Compliance of BoQ specification and supporting document<br>*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 |
| <b>Past Performance</b>  | 10 %   |
| <b>Bid to RA enabled</b>   | No   |
| <b>Comprehensive Maintenance Charges Required</b>                            | Yes  |
| <b>Time allowed for Technical Clarifications during technical evaluation</b> | 2 Days   |
| <b>Estimated Bid Value</b>   | 2499999  |
| <b>Evaluation Method</b>   | Total value wise evaluation  |

#### EMD Detail

|          |    |
|----------|----|
| Required | No |
|----------|----|

### ePBG Detail

|                                     |                     |
|-------------------------------------|---------------------|
| Advisory Bank                       | State Bank of India |
| ePBG Percentage(%)                  | 3.00                |
| Duration of ePBG required (Months). | 62                  |

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

### Beneficiary:

Professor and Head

Jawaharlal Institute of Postgraduate Medical Education and Research, Department of Health and Family Welfare,  
Jawaharlal Institute of Postgraduate Medical Education and Research (JIPMER), Ministry of Health and Family  
Welfare  
(Narayanan Parameswaran)

### Splitting

Bid splitting not applied.

### MII Purchase Preference

|                         |     |
|-------------------------|-----|
| MII Purchase Preference | Yes |
|-------------------------|-----|

### MSE Purchase Preference

|                         |     |
|-------------------------|-----|
| MSE Purchase Preference | Yes |
|-------------------------|-----|

1. 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.
2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts 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.
3. 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 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 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.
4. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum

local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

5. 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% (Selected by Buyer)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 25%(selected by Buyer) percentage of total QUANTITY.

6. Estimated Bid Value indicated above is being declared Bid 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.

7. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 10% 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 / Public Listed Company. 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.

## Portable Ultrasound Machine ( 1 pieces )

(Minimum 50% Local content required for MII compliance)

|            |                  |
|------------|------------------|
| Brand Type | Registered Brand |
|------------|------------------|

### Technical Specifications

[\\* As per GeM Category Specification](#)

| Specification              | Specification Name  | Bid Requirement (Allowed Values) |
|----------------------------|---|----------------------------------|
| Types of Probes & Features | <b>High density more than 125 element probes in convex, TV &amp; Linear</b> | Yes, No Or higher                |
|                            | <b>4D Probe</b>   | Yes, No Or higher                |
|                            | <b>Interoperative Probe</b>   | Yes, No Or higher                |
|                            | <b>More than 160 degree FOV TV probe</b>                                    | Yes, No Or higher                |
|                            | <b>Transducer Temp-detection</b>  | Yes, No Or higher                |
|                            | <b>Biplane trans rectal</b>   | Yes, No Or higher                |
|                            | <b>Biopsy Guide</b>   | Yes, No Or higher                |

| Specification   | Specification Name   | Bid Requirement (Allowed Values) |
|---|--|----------------------------------|
| Scan Modes  | <b>Quad Imaging</b>  | Yes, No Or higher                |
|   | <b>Steer M Mode</b>  | Yes, No Or higher                |
|   | <b>M Mode colour</b>   | Yes Or higher                    |
|   | <b>CW</b>  | Yes Or higher                    |
|   | <b>TDI-Tissue doppler imaging</b>  | Yes, No Or higher                |
|   | <b>Surface 3D rendering</b>  | Yes, No Or higher                |
|   | <b>Triplex</b>   | Yes, No Or higher                |
|   | <b>Speckle Reduction Imaging</b>   | Yes Or higher                    |
|   | <b>Compounding Imaging</b>   | Yes, No Or higher                |
|   | <b>IMT -Intemal median thickness sw</b>  | Yes, No Or higher                |
|   | <b>Panoramic Imaging</b>   | Yes, No Or higher                |
|   | <b>Trapezoidal Imaging</b>   | Yes, No Or higher                |
|   | <b>Real-Time and Frozen Zoom</b>   | Yes Or higher                    |
|   | IMAGE DISPLAY AND PROCESSING   | <b>Monitor Type</b>              |
| <b>Monitor Size, inch</b>   |  | 10 to 12, 15 to 18, 12 to15      |
| <b>DICOM 3 COMPLIANT</b>  |  | Yes Or higher                    |
| <b>Automated B-mode (2-D) image</b>   |  | Yes Or higher                    |
| <b>Transducer Socket</b>  |  | 1, 2, 3 or more                  |
| <b>Gel Warmer</b>   |  | Yes, No Or higher                |
| <b>DVD/CD Writer</b>  |  | Yes, No Or higher                |
| <b>Dicom Interfacability Dicom to PACS</b>  |  | Yes, No Or higher                |
| <b>Interfacability Dicom to RIS</b>   |  | Yes, No Or higher                |
| <b>Cart / trolley from OEM with gel &amp; transducer holder</b>                   |  | Yes Or higher                    |
| <b>USG system supplied should be upgradable to next generation system on site</b> |  | Yes Or higher                    |
| Power Requirements  | <b>Resettable over current breaker shall be fitted for protection</b>  | Yes Or higher                    |
|   | <b>Back up time in minutes</b>   | 120                              |
| Miscellaneous Parameters  | <b>Warranty (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)</b> | 5                                |

| Specification | Specification Name  | Bid Requirement (Allowed Values) |
|---------------|---|----------------------------------|
|               | <b>Number of installations of the Portable USG machines in Central /State/PSU Govt Hospitals( Note: Seller should supply a performance certificate of the device to the buyer if demanded after placement of order)</b> | More than 3                      |

| <b>Comprehensive Maintenance</b>                   |        |
|--|--------|
| Warranty of required product                       | 5 Year |
| Comprehensive Maintenance Duration (Post Warranty) | 5 Year |

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

#### **Consignees/Reporting Officer and Quantity**

| S.No. | Consignee/Reporting Officer | Address   | Quantity | Delivery Days |
|-------|-----------------------------|---|----------|---------------|
| 1     | Jaikumar G R                | 605006,Jawaharlal Institute of Postgraduate Medical Education and Research, Dhanvantari Nagar, Puducherry | 1        | 30            |

### **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. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address Department of Paediatrics Women and Children Hospital JIPMER Dhanvantari Nagar Puducherry.
3. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
4. Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 7 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
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 of technical parameters, the bid is liable for rejection.

7. **End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.
8. Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.
9. Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

10. Malicious Code Certificate:

The seller should upload following certificate in the bid:-

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

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

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

11. **Upload Manufacturer authorization:** Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.
12. 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.
13. 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.
14. ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.
15. 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.
16. 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.
17. 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 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 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.
18. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
19. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
20. 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 10 % 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 Quarterly 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 249999 (Upload the undertaking). The original Performance Security of contract will be returned only after submission and verification of AMC

Performance Security for 2% of total CMC value valid up to CMC period plus 2 months (if there is no other claim).

21. Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.
22. 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.
23. 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 10 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

## 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. CMC shall not be including the consumables. 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 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 options up to 5 years can be chosen for CMC charges beyond warranty period.

7. The CMC functionality shall be available in bid only and no direct RA shall be applicable. In case of bid to RA 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.

7.1. Buyer shall indicate number of years of warranty by selecting option of 2 or 5 available in the field depending on warranty parameter applicable in category parameters for the equipment. 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 first year after warranty period - Percentage to be indicated- A 1
- CMC charges for second year after warranty period - Percentage to be indicated A2
- CMC charges for third year after warranty period - Percentage to be indicated A3
- CMC charges for fourth year after warranty period - Fixed amount to be indicated A4
- CMC charges for 5th year after warranty period - Percentage to be indicated A5

7.2. The calculation of CMC Charges shall take in to account of number of years of warranty and duration of CMC as specified while creating bid.

7.3. 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 warranty. The formula for calculating total cost including CMC charges shall be :

Total cost for evaluation=  $C + C * (A1/100) / (1.10^n) + A2/100 / (1.10^{n+1}) + A3/100 / (1.10^{n+2}) + A4/100 / (1.10^{n+3}) + A5/100 / (1.10^{n+4})$

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

If 2 year warranty specified n shall be 2 and if 5 year specified n shall be 5.

A1, A2 A3 A4 A5 shall depend on how many years CMC selected If 3 year means only A1, A2 and A3 factor to be not taken in to account and A4 and A5 will not be applicable

7.4. CMC charges to be indicated for each subsequent year should be same or higher than preceding year.

7.5. The CMC charges shall be offered within range of 3 to 10% of cost of equipment.

8. 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 and not on basis of cost of equipment along with CMC Charges.

9. Performance bank guarantee applicable for CMC is to be submitted at start of the CMC and shall be applicable % as specified in bid on the total contract value including 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.

10. In case of splitting of quantity equipment cost and CMC charges offered by L-1 in the evaluated cost shall be matched by higher quoting eligible bidders on one to one basis .The equipment cost shall be matched and CMC charges shall be matched year to year.

11. 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.

12. The above terms and conditions shall be part of the bid as well as part of the contract.

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



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.

**---Thank You---**