

### Bid Document

Bid Details	
<b>Bid End Date/Time</b>	16-09-2022 17:00:00
<b>Bid Opening Date/Time</b>	16-09-2022 17:30:00
<b>Bid Offer Validity (From End Date)</b>	90 (Days)
<b>Ministry/State Name</b>	Ministry Of Science And Technology
<b>Department Name</b>	Department Of Science And Technology (dst)
<b>Organisation Name</b>	Sree Chitra Tirunal Institute For Medical Sciences And Technology (sctimst)
<b>Office Name</b>	Thiruvananthapuram
<b>Total Quantity</b>	1
<b>Item Category</b>	Ultrasonic Probe Sonicator (Q3)
<b>MSE Exemption for Years Of Experience</b>	Yes
<b>Startup Exemption for Years Of Experience</b>	Yes
<b>Document required from seller</b>	Experience Criteria,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *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>Bid to RA enabled</b>	No
<b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
<b>Evaluation Method</b>	Total value wise evaluation

#### EMD Detail

Required	No
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#### ePBG Detail

Required	No
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#### Splitting

Bid splitting not applied.

#### MII Purchase Preference

MII Purchase Preference	No
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**MSE Purchase Preference**

MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

3. 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.

**Ultrasonic Probe Sonicator ( 1 pieces )**

Brand Type	Registered Brand
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**Technical Specifications**

\* As per GeM Category Specification

Specification	Specification Name	Bid Requirement (Allowed Values)
Technical Specification	Diameter of extra/additional Titanium probe in mm	12-25
	<b>Real time digital display of parameters</b>	Processing time, Pulse on/off time, Temperature, Energy input/output
	Variable processing time, range (second)	60
	Variable probe tip amplitude range (in micron)	0.25
	Weight	4.0
	<b>Number of replaceable tip included in the offer</b>	1
	<b>Additional Items</b>	Sound enclosure box, Titanium probe

Specification	Specification Name	Bid Requirement (Allowed Values)
	<b>Integrated and automated temperature controller with sensor or temperature-probe</b>	Yes, No
	Standard Titanium probe	Yes
	Warranty	3.0
	Temperature accuracy (in Deg. C)	0.1
	Probe with threaded end and replaceable tip	Yes
	<b>Power</b>	650.0
	<b>Microporcessor based and programmable controller</b>	without touch pad
	Compliance with Indian standard power system	Yes (P-N-E)
	Replaceable tip has	slot or flats cut over it
	Number of programs that can be stored	20
	Probe tip diameter	3.0
	Variable pulse on/off time, range (sec/minutes)	45
	Probe tip amplitude variation under different processing conditions (in %) (preferably < + or - 5%)	3
	Essential accessories that comes with the equipment	Support stand
	Working temperature range (in Deg. C)	35
	Probe of different diameters can be attached	Yes
	<b>Basic tool kit for assembly of mechanical parts is included in the offer</b>	Yes
	<b>Variable Frequency (Khz)</b>	25
	<b>Fixed Frequency (kHz)</b>	20
Dimensions of the singal processing generator	Width	295.0
	Height	435.0
	Depth	534.0
Reports & Certifications	Copies of certifications to be furnished to buyer on demand at time of supplies	Yes, NA

Specification	Specification Name	Bid Requirement (Allowed Values)
	Availability of ISO certification of manufacture	Yes
	Confirmity to standard for electrical safety	IEC-60601, NA
	Product standard certification	CE, NA
	Manufacturers quality standard	ISO 9001, NA
Test Reports	Availability of Test Report from Central Govt/NABL/ILAC accredited lab to prove conformity to specification	No
	Test Report to be submitted to the Buyer on Demand	No

#### Additional Specification Parameters - Ultrasonic Probe Sonicator ( 1 pieces )

Specification Parameter Name	Bid Requirement (Allowed Values)
Number of replaceable tip included in the offer	Number of tips should be based on volume 0.1 ml - 1000 ml sample
Power	650- 700 W
Number of programs that can be stored	10-20 programs
Probe tip diameter	Various probe diameters suitable for 0.1 - 1000 ml sample volume.
Probe of different diameters can be attached	Yes 2,3,6,8,10,12,15

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

#### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Veena L	695012,Biomedical Technology Wing Sree Chitra Tirunal Institute for Medical Sciences & Technology Satelmond Palace, Poojappura, Thiruvananthapuram, Kerala, India Pin Code : 695012, Thiruvananthapuram, 695012	1	15

## 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 25 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 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

### 2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. 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.
2. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
3. **Compliance Sheet and Brochure** of the product(s) offered in the bid, are to be uploaded along with the bid documents. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
4. **Experience:** 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.
5. **Scope of Supply** (Bid price to include all cost components): Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any) Installation, Commissioning, Testing, Configuration, Training (if any - whichever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller at consignee location free of cost. The payment will be released only thereafter.
6. **Installation** (if applicable): Installation & Commissioning including Testing of the equipment should be completed within 15 days of communication site readiness to the seller by the buyer/consignee/end user.
7. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
8. Wherever Authorised Distributors are submitting the bid, **OEM Authorization Certificate** should be submitted.
9. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if: (i) The Seller fails to comply with any material term of the Contract. (ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent. (iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly. (iv) The Seller becomes bankrupt or goes into liquidation.

(v) The Seller makes a general assignment for the benefit of creditors. (vi) A receiver is appointed for any substantial property owned by the Seller. (vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

10. **Bidder Turn Over Criteria** (if applicable): 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 years old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
11. 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.
12. **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 5 / 9 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 100% of total value.
13. **Service & Support**: 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 centre 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. BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support and provide Escalation Matrix of Telephone Numbers for Service Support.
14. **Warranty** period of the supplied products shall be **3 years** from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.
15. 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. After having been notified of the defects/service requirement during warranty period, Seller has to complete the required Service/Rectification within 3 days' time limit. If the Seller fails to complete service/rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer

shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service/rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to reimburse the cost of such service/rectification to the Buyer.

16. Performance (during Warranty period): The time spent on the repair work will be added to the warranty period of the equipment.
17. **Comprehensive Maintenance Contract (CMC):** CMC charges permissible shall be a maximum of 5% of order value plus applicable GST per year after warranty period. Escalation of 5% will be applicable once in every three years.
18. **Annual Maintenance Contract (AMC) Labour:** Labour AMC charges shall be a maximum of 2.5% of order value plus applicable GST per year after warranty period. Escalation of 5% will be applicable once in every three years.
19. Performance (during CMC/AMC period): Uptime means 95 percent of total days in a year during which the equipment remains functional. Down time means any shortage in achieving the up-time. Down time attracts penalty.
20. **List of essential spares:** If the equipment contains any essential spares and consumables, the price should be frozen for minimum 3 years after warranty period. The price should be attached separately.
21. If the item involves software, the successful bidder should obtain software license in the name of 'Director, SCTIMST' and the paper license / email license to be transferred to the name of Institute.
22. **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.
23. **Performance Bank Guarantee** (if applicable): For all supplies/contract above rupees five lakhs, the successful bidder should furnish a performance guarantee/security deposit @ 3 percent of purchase order value excluding GST against the item with warranty and 5 percent of purchase order value excluding GST against items without warranty in the form of Fixed Deposit or Bank Guarantee from a nationalized bank having a validity period of 60 days beyond the completion of all contractual obligations of the supplier. The reduced percentage may be continued for the entire duration of the contract even beyond 31/03/2023.
24. The successful bidder has to register at SCTIMST Vendors' Portal and get themselves verified once the purchase order is generated. The payment will be processed only after successful verification of the seller in the portal.
25. Declaration regarding local content for **Make in India** preference shall be uploaded along with the bid documents wherever required.
26. Bidders must ensure that only the concerned document is uploaded in a particular field for document upload. Uploading the same document in multiple fields should be avoided.
27. Bidder's offer is liable to be rejected if they do not upload any of the certificates/ documents

sought in the Bid document, ATC and Corrigendum if any.

## **Disclaimer**

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

[This 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---**