



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2023/B/3273399 Dated/दिनांक : 16-03-2023

## Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण			
Bid End Date/Time/बिड बंद होने की तारीख/समय 27-03-2023 12:00:00			
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	27-03-2023 12:30:00		
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)		
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Science And Technology		
Department Name/विभाग का नाम	Department Of Science And Technology (dst)		
Organisation Name/संगठन का नाम	Sree Chitra Tirunal Institute For Medical Sciences And Technology (sctimst)		
Office Name/कार्यालय का नाम	Thiruvananthapuram		
Total Quantity/कुल मात्रा	1		
ltem Category/मद केटेगरी	Battery Pack for OEC ELITE 9900 Vascular Imaging System (PAC) (Q3)		
SE Exemption for Years of xperience/अनुभव के वर्षों से एमएसई छूट⁄ and urnover			
Startup Exemption for Years of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover	No		
Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Toc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experi Turnover Criteria, the supporting documents to prove eligibility for exemption must be uploaded for evaluat the buyer			
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No No		
Type of Bid/बिंड का प्रकार	Single Packet Bid		
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days		
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation		

EMD Detail/ईएमडी विवरण

Required   No
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#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank	State Bank of India
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	5

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

### Beneficiary/लाभार्थी :

Director

Sree Chitra Tirunal Institute for Medical Sciences and Technology (SCTIMST), Biomedical Technology Wing, Satelmond Palace, Poojappura, Thiruvananthapuram - 12 (Dr. Sanjay Behari)

#### Splitting/विभाजन

Bid splitting not applied.

#### MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes

## MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes

- 1. Preference to Make In India products (For bids > 200 Crore) (can also be used in Bids < 200 Crore but only after exemption by competent authority as defined in Deptt of Expenditure OM dated 28.5.2020): 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. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
- 2. 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.

## Battery Pack For OEC ELITE 9900 Vascular Imaging System (PAC) (1 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded	

#### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<u>Download</u>
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#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
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/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

#### 1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Note: This is a PAC procurement from M/s. Wipro GE Health Care Pvt. Ltd. for a spare for their existing equipment OEC Elite 9900 Vascular Imaging System which is under AMC. Only the OE M or its authorized agents shall eligible to apply.

1. **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

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- 2. **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, Comm issioning, Testing, Configuration, Training (if any whichever is applicable as per scope of supply) is to be c arried out by OEM / OEM Certified resource or OEM authorised Reseller at consignee location free of cost. T he payment will be released only thereafter.
- 3. **Warranty**: The minimum warranty for the offered product shall be 3 months from the date of its success ful commissioning.
- 4. Participating bidders should submit **OEM Authorization Certificate** along with the bid documents as p er the format given in Buyer uploaded ATC document.
- 5. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy a vailable 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 ina bility to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability oth erwise becomes apparent. (iii) The Seller fails to deliver the Material(s) or any part thereof within the stipul ated 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 cr editors. (vi) A receiver is appointed for any substantial property owned by the Seller. (vii) The Seller has mi srepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller
- 6. **Performance Bank Guarantee**: The successful bidder should furnish a performance guarantee/securit y deposit @ 3 percent of purchase order value for a period of 60 days beyond the completion of all contrac tual obligations of the supplier including warranty. Besides ePBG, PBG can also be submitted in the form of Bank Guarantee, FD Receipts pledged in the name of Director, SCTIMST or Account Payee Demand Draft dr awn from a nationalized bank favoring The Director, SCTIMST payable at Thiruvananthapuram. The PBG fo rmat is shown in the Buyer uploaded ATC Document. Hard copies of PBG in original should reach the buyer within 15 days of award of contract.
- 7. **Restrictions under Rule 144 (xi) of GFR 2017**: Any bidder from a country which shares a land borde r with India will be eligible to participate in this bid only if the bidder is registered with the Competent Auth ority in accordance with restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) 2017 as ame nded from time to time. The bidders shall enclose the following certificate along with the bid documents. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/bidder fulfills all requireme nts in this regard and is eligible to be considered for procurement from GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]."
- 8. Liquidated Damages: If the supplier fails to deliver or install/commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the Purchase Order/GeM Contract, the Buyer shall, without prejudice to other rights and remedies available to the Buyer under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached, Buyer may consider the ermination of the contract.
- 9. If any delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions: (a) Imposition of liquidated damages, (b) Forfeiture of its Performance Security and (c) Termination of the Contract for default.
- 10. 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. Bidder's offer is liable to be reject ed if they do not upload any of the certificates/ documents sought in the Bid document, ATC and Corrigend um if any.

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## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process.
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

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./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।

## ---Thank You/धन्यवाद---