



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2023/B/3484324 Dated/दिनांक : 24-05-2023

# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	03-06-2023 16:00:00
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	03-06-2023 16:30:00
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	2
Item Category/मद केटेगरी	Lead Acid starter Batteries (Q3)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिंड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

#### EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No

#### ePBG Detail/ईपीबीजी विवरण

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#### Splitting/विभाजन

Bid splitting not applied./बोली विभाजन लागू नहीं किया गया

- 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. 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.

#### **Lead Acid Starter Batteries (2 pieces)**

#### Technical Specifications/तकनीकी विशिष्टियाँ

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
GENERIC	Class / Nominal Reserve Capacity (Minimum) / Capacity at 5 h rate	Class B / 180 Ah / 96 Ah
CONSTRUCTIONAL	Warranty (in Years)	3

### Additional Specification Parameters - Lead Acid Starter Batteries ( 2 pieces )

Specification Parameter Name	Bid Requirement (Allowed Values)	
BATTERY	12V, 180AH	

<sup>\*</sup> Bidders offering must also comply with the additional specification parameters mentioned above.

### 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	2	15

#### **Buyback Detail**

Item Name	Lead Acid Battery
Item Description	12V, 180 AH
Serial No.	A 4A7D011557-7D73-1 No,A4A7D011568-7D73- 1No
Model	FXPO-XP1800
Brand	EXIDE
Year of Manufacturing	2017
Purchase On	2017-06-20
Age	6 Years
Size	521(L) 278 (W) 270MM (H)
Rating	4
Quantity	2
Unit	NO
Remark	
Uploaded Image	View Uploaded Image

#### Disclaimer/अस्वीकरण

The vendor will be responsible for the un-installation of Buyback items.

The vendor will be entirely responsible for the safe disposal of old items without affecting the environment anymore.

All the relevant rules and regulations applicable on buyback items shall be strictly followed by the vendor

# Special terms and conditions-Version:1 effective from 04-05-2020 for category Lead Acid starter Batteries

1. Battery serial number list shall be furnish by the seller along with the supply of the battery to Buyer

# Buyer Added Bid Specific Terms and Conditions/क्रत द्वारा

जोड़ी गई बिड की विशेष शर्तें

#### 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

- Bidders shall quote only those products in the bid which are not obsolete in the market and has at I east 7 years' residual market life i.e. the offered product shall not be declared end-of-life by the OE M before this period.
- 2. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any re sponsibility in this regards. Supplier shall ensure that the Invoice is raised in the name of Consignee wi th GSTIN of Consignee only.
- 3. **Compliance Sheet and Brochure** of the product(s) offered in the bid, are to be uploaded along w ith the bid documents. In case of any unexplained mismatch of technical parameters, the bid is liable fo r rejection.
- 4. **Experience**: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, man ufactured and supplied same or similar Category Products to any Central / State Govt. Organization / P SU / 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 o f 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 Commissio ning of Goods and Training of operators and providing Statutory Clearances required (if any) Installatio n, Commissioning, Testing, Configuration, Training (if any whichever is applicable as per scope of sup ply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller at consignee locati

on free of cost. The payment will be released only thereafter.

- 6. **Installation** (if applicable): Installation & Commissioning including Testing of the equipment shoul d be completed within 15 days of communication site readiness to the seller by the buyer/consignee/en d 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 rem edy 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 Buy er of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or su ch inability otherwise becomes apparent. (iii) The Seller fails to deliver the Material(s) or any part there of 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 assi gnment 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 a 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 give n to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 d ated 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 bid der 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 evide nce 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 p reference /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 Consig nee'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 establis h one within 30 days of award of contract. Payment shall be released only after submission of documen tary evidence of having Functional Service Centre. BIDDER/OEM must have Dedicated/toll Free Telepho ne 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 goo ds or after completion of installation, commissioning & testing of goods (if included in the scope of sup ply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the ti

me of delivery of Goods. The seller should guarantee the rectification of goods in case of any break do wn 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 ma nner and for ensuring Timely Servicing/rectification of defects during warranty period, as per Service le vel 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 do one 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 o nce in every three years.
- 19. Performance (during CMC/AMC period): Uptime means 95 percent of total days in a year during whic h the equipment remains functional. Down time means any shortage in achieving the up-time. Down ti me attracts penalty.
- 20. **List of essential spares**: If the equipment contains any essential spares and consumables, the pri ce should be frozen for minimum 3 years after warranty period. The price should be attached separatel y.
- 21. If the item involves software, the successful bidder should obtain software license in the name of 'Di rector, 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 de signed 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, I oss of information or infringements related to copyright and Intellectual Property Right (IPRs) are cause d due to activation of any such malicious code in embedded software.
- 23. The successful bidder has to register at SCTIMST Vendors' Portal and get themselves verified once t he purchase order is generated. The payment will be processed only after successful verification of the seller in the portal.
- 24. Bidders must ensure that only the concerned document is uploaded in a particular field for document t upload. Uploading the same document in multiple fields should be avoided.

25. 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.

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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 करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---