



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2025/B/5882758 Dated/दिनांक : 06-02-2025

## Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण			
Bid End Date/Time/बिड बंद होने की तारीख/समय	27-02-2025 11:00:00		
Bid Opening Date/Time/बिड खुलने की तारीख/समय	27-02-2025 11:30:00		
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	ree Chitra Tirunal Institute For Medical Sciences And echnology (sctimst)		
Office Name/कार्यालय का नाम	Thiruvananthapuram		
क्रेता ईमेल/Buyer Email	buycon23.sctimsts.kl@gembuyer.in 1 VIBRATION ANALYZER		
Total Quantity/कुल मात्रा			
ltem Category/मद केटेगरी			
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	VIBRATION ANALYZER 4-channel Noise and Vibration Analyzer, Water Quality Meters / Analyzers, Anti Vibration Table, Anti vibration mounting pad, Breath Alcohol Analyzers, Alcohol Analyzer, logic analyzer, Fully Automatic Biochemistry Analyzer (V2), Biogas analyzer, Signal Analyzer		
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS			
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul> <li>4-channel Noise and Vibration Analyzer</li> <li>Signal Analyzer</li> <li>Yes</li> </ul>		
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छ्ट/			
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), Additional Doc 3 (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 Details/बिड विवरण		
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No Single Packet Bid	
Type of Bid/बिड का प्रकार		
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)	Νο	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	
Arbitration Clause	No	
Mediation Clause	No	

#### EMD Detail/ईएमडी विवरण

Required/आवश्यकता No
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#### ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No		

#### **Reserved for Make In India products**

Reserved for Make In India products Yes	Reserved for Make In India products	
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#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes

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.

 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.
 Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from 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. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders 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 the bid is liable to be rejected. 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.

4. Purchase preference will be given to MSEs having valid Udyam Registration 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. 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. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. 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. F.1/4/2021-PPD dated 18.05.2023 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.

## VIBRATION ANALYZER (1 pieces)

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

#### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़		Download				
Consignee	s/Reporting Officer/q	रेषिती/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		
	0.111					

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	45

# Buyer Added Bid Specific Terms and Conditions/क्रेता 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 % of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% 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 (Increased quantity  $\div$  Original quantity)  $\times$  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

- Bidders shall quote only those products in the bid which are not obsolete in the market and has at I east 10 years' residual market life i.e. the offered product shall not be declared end-of-life by the OE M before this period.
- 2. The installation should be supported with spares for a minimum period of 10 years after successful installation and commissioning. "All the spares and consumables required for the equipment should be made available through GeM throughout the agreed supporting period". (A line of confirmation sh ould be submitted along with the bid document.)
- 3. 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 with GSTIN of Consignee only.
- 4. **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 for rejection.
- 5. 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 / 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 c ase of bunch bids, the primary product having highest value should meet this criterion.
- 6. 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) Installati on, Commissioning, Testing, Configuration, Training (if any whichever is applicable as per scope of s upply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller at consignee I ocation free of cost. The payment will be released only thereafter.

- 7. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- 8. Participating bidders should submit **OEM Authorization Certificate** along with the bid documents as per the format given in Buyer uploaded ATC document.
- 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 t he Seller, if: (i) The Seller fails to comply with any material term of the Contract. (ii) The Seller inform s 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 def ective 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 substanti al property owned by the Seller. (vii) The Seller has misrepresented to Buyer, acting on which misrep resentation Buyer has placed the Purchase Order on the Seller.
- 10. In case of imported products, OEM or Authorized Seller of OEM should have a registered office in Indi a to provide after sales service support in India. The certificate to this effect should be submitted.
- 11. 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 esta blish one within 30 days of award of contract. Payment shall be released only after submission of doc umentary 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 S upport.
- 12. **Warranty** period of the supplied products shall be a minimum of **3 Years** from the date of final acc eptance 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 Succes sful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in c ase 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.
- 13. The bidder should submit a declaration confirming that the Product Cost/Total Cost does not include warranty charges other than OEM Warranty. If any charges claimed by the bidder towards Three Years warranty which is included in the Product Cost / Total Cost, this fact shall be mentioned in the declaration form. Aforesaid declaration should be submitted along with the technical bid. The warrant y (3 years) sought for the equipment is free warranty without any additional cost towards extended warranty and if any warranty cost is included in the equipment cost for complying with the tender condition, the same shall not be considered for arriving CAMC value. The split-up of warranty cost (if an y included in product cost) shall be provided (year wise) by the bidder in the financial document soug ht for. The proforma is available in the Buyer uploaded ATC document.
- 14. 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 an d for ensuring Timely Servicing/rectification of defects during warranty period, as per Service level ag reement indicated in the relevant clause of the bid. After having been notified of the defects/service r equirement 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 o f 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 s uch penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more t han 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.
- 15. Performance (during Warranty period): The time spent on the repair work will be added to the warra nty period of the equipment.
- 16. **Comprehensive Annual Maintenance Contract (CAMC)**: The maximum permissible CAMC charg es for each year after warranty period is 3 to 5% of the cost of the equipment. This CAMC charges at Net Present Value will be taken into account for arriving the lowest responsive bidder. However, the actual CAMC value year-wise (excluding GST) has to be given separately in the format attached and

uploaded in the Financial document sought for. The '**cost of the equipment for CAMC calculatio n**' has to be used for calculating the actual CAMC value. The rate percentage of CAMC quoted in the bid has to be taken into account for arriving the actual CAMC value. The '**cost of the equipment fo r CAMC calculation**' shall not include additional warranty cost (if any) as stated in Sl.No.13 of ATC, cost towards Installation, Commissioning and Testing (other than the ICT cost subsumed in the origin al value of the equipment by the OEM), cost of transportation, any specific excluded items from CAM C as per the tender terms and also GST of the equipment.

- 17. Annual Maintenance Contract (AMC) Labour: The Labour AMC charges shall be maximum 2.5% 'cost of the equipment for AMC calculation'. The actual Labour AMC value year-wise (excluding GST) has to be given separately in the format attached and uploaded in the Financial document soug ht for. The 'cost of the equipment for AMC calculation' shall not include additional warranty cost (if any), cost towards Installation, Commissioning and Testing (other than the ICT cost subsumed in t he original value of the equipment by the OEM), cost of transportation, any specific excluded items fr om Labour AMC as per the tender terms and also GST of the equipment.
- 18. The successful bidder shall enter into CAMC/AMC as chosen by SCTIMST, 3 (three) months prior to th e completion of warranty period. The CAMC/AMC will commence after the date of expiry of warranty period from the date specified in the AMC order and agreement executed in this regard, which will b e treated as the first year of CAMC/AMC.
- 19. Performance (during CAMC period): Uptime means 95 percent of total days in a year during which th e equipment remains functional. Down time means any shortage in achieving the up-time. Down tim e attracts penalty.
- 20. Penalty during AMC/CAMC period will be applicable as per prevailing Rules of SCTIMST as amended fr om time to time.
- 21. User list: The bidder shall submit the user list of National Institutes/Govt.Organisation in India along w ith the bid for verifying the performance of the equipment as well as after sale service.
- 22. **List of Essential Spares & Consumables**: If the equipment contains any essential spares and con sumables, the price shall be frozen for a minimum period of 3 years after warranty period. The price of the spares and consumables should be submitted separately by the bidder in the financial docume nt sought for. The format is available in the Buyer uploaded ATC document. This is for the purpose of price freezing only. However, the bid price shall be inclusive and the equipment be supplied with all essential spares and accessories as per standard delivery and normal functioning of the machine.
- 23. 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.
- 24. 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, do es not contain Embedded Malicious code that would activate procedures to: (i) Inhibit the des ires and designed function of the equipment, (ii) Cause physical damage to the user or equip ment during the exploitation, (iii) Tap information resident or transient in the equipment/netw ork.
  - b. The firm will be considered to be in breach of the procurement contract, in case physical da mage, 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.
- 25. **Restrictions under Rule 144 (xi) of GFR 2017**: Any bidder from a country which shares a land b order with India will be eligible to participate in this bid only if the bidder is registered with the Comp etent Authority in accordance with restrictions under Rule 144 (xi) of the General Financial Rules (GF Rs) 2017 as amended 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 cou ntry or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/bidder fulfills all requirements in this regard and is eligible to be considered for procure ment from GeM. [Where applicable, evidence of valid registration by the Competent Authority shall b e attached]."

- 26. **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 Contra ct, the Buyer shall, without prejudice to other rights and remedies available to the Buyer under the c ontract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week o f delay or part thereof on delayed supply of goods, installation, commissioning and/or services until a ctual delivery or performance subject to a maximum of 10% of the contract price. Once the maximu m is reached, Buyer may consider termination of the contract.
- 27. 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) Im position of liquidated damages, (b) Forfeiture of its Performance Security and (c) Termination of the C ontract for default
- 28. Bidders must ensure that only the concerned document is uploaded in a particular field for document tupload. Uploading the same document in multiple fields should be avoided.
- 29. Bidder's offer is liable to be rejected if they do not upload any of the certificates/ documents sought i n the Bid document, ATC and Corrigendum if any.

#### 3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document <u>Click here to view the file</u>.

## 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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

- 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. (However, in bids for <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 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

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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 के बिडर से खरीद पर प्रतिबंध के संबंध 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 को बिडर से खरीद 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 कान्ट्रन के अनुसार आगे की कान्ट्रनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---