

## Bid Document

<b>Bid Details</b>	
<b>Bid End Date/Time</b>	05-01-2023 13:00:00
<b>Bid Opening Date/Time</b>	05-01-2023 13:30:00
<b>Bid Offer Validity (From End Date)</b>	180 (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>	Commissioning of Mini Data Centre with two Cool Racks, LAN and Wi-Fi System (Q3)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)</b>	440 Lakh (s)
<b>OEM Average Turnover (Last 3 Years)</b>	1880 Lakh (s)
<b>Years of Past Experience Required for same/similar service</b>	3 Year (s)
<b>MSE Exemption for Turnover</b>	Yes
<b>Startup Exemption for Turnover</b>	Yes
<b>Document required from seller</b>	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *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>	70 %
<b>Bid to RA enabled</b>	No
<b>Comprehensive Maintenance Charges Required</b>	Yes
<b>Type of Bid</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation</b>	7 Days
<b>Evaluation Method</b>	Total value wise evaluation

### EMD Detail

Advisory Bank	State Bank of India
EMD Amount	1175000

### ePBG Detail

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

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

### Beneficiary:

Director

Thiruvananthapuram, Department of Science and Technology (DST), Sree Chitra Tirunal Institute for Medical Sciences and Technology (SCTIMST), Ministry of Science and Technology  
(Dr Sanjay Behair)

### Splitting

Bid splitting not applied.

### MII Purchase Preference

MII Purchase Preference	Yes
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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. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 70% 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.

#### Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
20-12-2022 11:00:00	<a href="https://sctimst.my.webex.com/sctimst.my/j.php?MTID=mc7993bd5c4ac654831e7b1cbfcfe93f3">https://sctimst.my.webex.com/sctimst.my/j.php?MTID=mc7993bd5c4ac654831e7b1cbfcfe93f3</a>

#### Commissioning Of Mini Data Centre With Two Cool Racks, LAN And Wi-Fi System ( 1 pieces )

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)**

Brand Type	Unbranded
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#### Technical Specifications

Buyer Specification Document

[Download](#)

### Comprehensive Maintenance

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

### Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	80%
Min Cost Allocation for ICT as a % of product cost	20%
Number of days allowed for ICT after site readiness communication to seller	90 Days

### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Shiju V S	695011,Sree Chitra Tirunal Institute For Medical Science and Technology,Medical College PO, Trivandrum	1	150

## Buyer Added Bid Specific Terms and Conditions

### 1. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

### 2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

### General Conditions

1. Equipment furnished shall be complete in every respect with all mountings, fittings, fixtures and

standard accessories normally provided with such equipment's and / or needed for erection, completion and safe operation of the equipment's as required by applicable codes though they may not have been specifically detailed in the tender document, unless included in the list of exclusions. All similar standard components / parts of similar standard equipment's provided, shall be inter-changeable with one another.

2. The bidder shall be responsible for providing all materials, equipment's, and services, specified or otherwise, which are required to fulfil the intent of ensuring operability, maintainability, and reliability of the complete equipment covered under this specification within quoted price. This work shall be in compliance with all applicable standards, statutory regulations and safety requirements in force of the date of award of this contract.
3. The bidder shall be responsible for deputing qualified and certified personnel for installation, testing, commissioning and other services under his scope of work as per this specification. All required tools and tackles for completing the scope of work as per the specification is also the responsibility of the bidder.
4. The bidder should follow guidelines for the implementation of Tier III Data Centre Standards in the proposal.
5. SCTIMST will provide chilled water supply to the Mini Data Centre.
6. The bidder should conduct site survey to identify the position and route of chilled water piping and electrical cabling at site in coordination with SCTIMST.
7. Proper drain water pipe from the Cooling system to be installed by the bidder and connect to hospital drainage system.
8. The Grounding system to be installed by the bidder
9. UPS output power for the rack will be provided by SCTIMST in the wall from two different UPS sources.
10. Main electrical input power for Cooling system will be provided by SCTIMST in the wall.
11. The bidder should ensure, during installation of LAN, day-to-day functioning of official work and existing network setup / connectivity / internet connectivity are not disrupted.
12. The switches and other active devices proposed must be compatible to the existing network.
13. The bidder shall also provide all required equipment which may not be specifically stated herein but are required to meet the intent of ensuring completeness, maintainability and reliability of the total system covered under this specification, including integration and interoperability with the existing core switches in the LAN.
14. The specification mentioned in the Bid is minimum. Bidder can quote products having higher configurations.
15. Product make, model number and part number of each module/components to be clearly mentioned in the proposal.
16. Free Updates and Upgrades for Software/Firmware during warranty and CMC period to be provided.
17. The quoted items should be the latest product in the market and launched within three years from the date of publishing this Bid.
18. The bidder shall go through the entire document and must comply with all the terms and conditions. A Compliance statement in the form of "Complied", "Partially Complied" or "Not Complied" shall be given against each item and specification of the TENDER documents (Technical Specifications). The compliance statements should be supported by authentic documentation. Any variation from "fully-complied" shall be mentioned as "partially complied" or "Not Complied" and the variation shall be mentioned clearly in a separate "Remarks". Please note that any deviation from the laid down requirements/specifications shall be duly signed and stamped by the Bidder. Failing to comply with this requirement may result in the bid being rejected. Submit these documents along with the Technical Bid.
19. Single bid will only be selected for the entire for having a single point of contact for support related issues.
20. All Components offered in the Bill of Material should be covered under OEM support, enabling program so that to get back-end support / benefits from Principles / OEM in terms of Free Support / Maintenance, if any, Access to 24 x 7 x 365 online support from Technical Assistance Centre of OEM for resolution of problems with the help of their technical team on-site/off-site, advance defective part replacement during warranty period within a period of two working days and OEM Login Access. The undertaking from the OEM for the same should be enclosed with the technical

bid.

21. 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 should be submitted along with the bid document.)
22. 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.
23. 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.
24. 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.
25. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
26. Participating bidders should submit OEM Authorization Certificate along with the bid documents as per the format given in Buyer uploaded ATC document (**Format E**).
27. 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:
  1. The Seller fails to comply with any material term of the Contract.
  2. The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated 5 / 10 Delivery Period or such inability otherwise becomes apparent.
  3. 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.
  4. The Seller/OEM becomes bankrupt or goes into liquidation.
  5. The Seller makes a general assignment for the benefit of creditors.
  6. A receiver is appointed for any substantial property owned by the Seller.
  7. The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.
28. 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.
29. Warranty period of the supplied products shall be **Five 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.
30. 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 **Five Years** warranty which is included in the Product Cost / Total Cost should be indicated in the declaration form. Aforesaid declaration should be submitted along with the technical bid. The split up of warranty cost (year wise) shall be provided by the bidder separately in the financial document sought for (Format D).
31. Successful bidder will have to ensure that adequate numbers 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.

32. Performance (during Warranty period): The time spent on the repair work will be added to the warranty period of the equipment.
33. 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.
34. 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.
35. Performance Bank Guarantee: The successful bidder should furnish a performance guarantee/security deposit @ 3 percent of purchase order value for a period of 60 days beyond the completion of all contractual 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 drawn from a nationalized bank favoring The Director, SCTIMST payable at Thiruvananthapuram. The PBG format 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.
36. EMD can be submitted in the form of Account Payee Demand Draft drawn in any a nationalized bank favoring The Director, SCTIMST payable at Thiruvananthapuram. The hard copy of EMD should reach the buyer within 5 days from the closing date of the bid failing which the bid will summarily be rejected.
37. Bidders are advised to quote prices as per technical specification. However detailed breakup of quoted prices should be provided in Price Format - A (in pdf) and uploaded in the prescribed place (Financial Document Required) on online GeM portal. The prices quoted in the prescribed field on GeM portal will be considered for ranking purpose. Total price quoted in Price Format - A (in pdf) must match with the price quoted in GeM portal.
38. The Bidders are advised to quote price of Spare parts, Consumables in the attached format (pdf) B and C accordingly and uploaded the same in the prescribed place (Financial Document Required) on online GeM portal. The equipment 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".
39. All equipment and Accessories except the items listed below, quoting against the bill of quantity will be included under CAMC. Cost of the exempted items including Installation and Testing Charges, cost of training and extended warranty cost shall not be considered for CAMC calculation. A line of confirmation on the above should be uploaded along with the technical bid.
  - B. Thermal Insulation
  - C. Raised Flooring
  - D. Fire Retardant Painting
  - E. Electrical work as per standards including LED lights
  - F. Ups power points for Monitoring room - 2 switch board of 4 numbers 5A sockets

- G. Network points for Monitoring room - 5 Points
- H. Civil work – Room partitioning and Furniture for Monitoring Room including Cabinets, Two Tables and 4 chairs
40. L1 will be calculated by adding the Total price quoted in Price Format – A and the total CAMC charge claimed using the described formula.
41. The Five years warranty sought for is OEM warranty without any additional cost towards extended warranty. The charges, if any, claimed by the bidder towards Five years warranty and included in the product cost in Price Format -A should be mentioned in the price format “D”. This cost should not be considered for calculating CAMC cost. As per Institute policy CAMC should be a maximum of 5 % of equipment cost and escalation if applicable (maximum 5 %) should be considered once in every three years.
42. The supplier shall enter into CAMC with SCTIMST, 3 (three) months prior to the completion of Warranty Period. The CAMC will commence from the date of expiry of Warranty Period.
43. Integrity Pact Agreement will form part and parcel of this tender. It is mandatory to enclose the Integrity Pact Agreement along with the techno-commercial bid. All pages of the integrity pact are to be duly signed by the bidder. Bid not accompanied by Integrity Pact duly signed by the bidder shall be considered non - responsive and shall be rejected straightaway.

Independent External Monitors:

- a .Sri. Prahlad Kumar Sinha, IP & TAFS (Rtd.) Ph.No.09423677066 E-mail [pekay66@gmail.com](mailto:pekay66@gmail.com)
- b. Dr.Ved Prakash, ITS (Rtd.) Ph.No.9810546996 E-mail [ved60prakash@gmail.com](mailto:ved60prakash@gmail.com)
44. Declaration regarding local content for Make in India preference shall be uploaded along with the bid documents.
45. 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, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser 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 Purchaser may consider termination of the contract. 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
46. Payment Terms
- a. By 100 % Irrevocable Inland (INR) Letter of Credit
- b. 80 % payment against equipment delivery
- c. 20 % against successful installation & commissioning of the equipment

Documents required for the release of 80 % payment mentioned below

1. Original Invoice (4 copies)
  2. Airway Bill / Bill of Lading / Lorry Receipt
  3. Insurance Certificate
  4. Certificate of origin issued by supplier or by Chamber of Commerce
  5. Manufacturer’s Guarantee and Inspection Certificate
  6. Inspection certificate issued by the Purchaser’s Inspector / third party inspection certificate
  7. Packing List
- d. Balance 20 % will be paid after satisfactory installation and commissioning of equipment along with submission of “Installation Report” to be issued by System manager through irrevocable LC opened in favor of supplier.
- e. Delivery period of the equipment up to 150 days from the date of receipt of



confirmed purchase order / date of opening of confirmed Inland Letter of Credit (LC) whichever is later.

47. Restrictions under Rule 144 (xi) of GFR 2017: Any bidder from a country which shares a land border with India will be eligible to participate in this bid only if the bidder is registered with the Competent Authority in accordance with restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) 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 country 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 procurement from GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]."
48. 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:
- Imposition of liquidated damages,
  - Forfeiture of its Performance Security and
  - Termination of the Contract for default
49. 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.
50. 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.
51. 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.

#### **Bidders /OEM Eligibility Criteria**

##### **Pre-Qualification for Bidder**

<b>SINo</b>	<b>Requirement</b>	<b>Documents</b>
1	The bidder should be a company registered under the Companies Act, 1956 or registered firm (Indian/Global) since last 3 years.	Valid documentary proof of: Certificate of incorporation, Company registration certificate, Valid GST registration certificate etc to be attached.
2	The bidder must have valid ISO 9001: 2008 or higher certifications like CE/FDA.	Copy of valid certificate to be attached
3	The bidder / OEM should have net worth three times the value of the bid and a turnover of four times the bid value for each of the last three financial years ending on 31-03-2022.	CA's certificate clearly stating the turnover for each of the last three financial years.
4	A copy of at least a single Purchase Order to the value of Rs.400 lakhs or above or Two Purchase Orders each having a value of Rs200 lakhs or Three Purchase Orders each having a value of Rs140 lakhs during the last three years (data centre/cool rack installation/active-passive network components installation) for any State / Central Government / Department / Organisation / PSUs / Institutes Government funded.	Valid documentary proof to be provided.

5a	Details of the current installed base of the cool rack solutions, which is in operation in different organizations and commissioned by the tenderer.	Valid documentary proof to be provided.
5b	Details of the current installed base of the active components (particularly layer-3 and layer-2 switches), which is in operation in different organizations and commissioned by the tenderer.	Valid documentary proof to be provided.
6	A declaration that the bidder has not been debarred / blacklisted by any reputed Government / Semi-Government organization for the quality of services / product and that there is no major complaint against the quality of service / products by any organization.	Self-Certification/ Declaration duly signed by authorized signatory on company letter head.
7	The bidder should have minimum 2 certified Engineers, out of which at least 1 certified Engineer has to be from the data centre implementation discipline applicable to the products quoted.	Self-Certification/ Declaration duly signed by authorized signatory on company letter head.
8	The bidder shall post one Project Manager for management of the project during the execution till acceptance. This person should be qualified and experienced in the installation of the Systems and be authorized to take decisions for smooth and early completion of work.	Self-Certification/ Declaration duly signed by authorized signatory on company letter head.
9	The bidder should submit a valid letter from the OEMs confirming the following: Manufacturer's Authorization Form for bid. Confirm that the products quoted are not end of life products. Undertake that the support including spares, software patches for the project. Offered products shall be in the market for sale minimum next 3 years. Support for the offered products for 10 years.	Manufacturer's Authorization Format (MAF), specific to this Bid from OEM should be submitted along with the proposal. Valid documentary proof to be provided for all.
10	The bidder should submit work order copies and contact details of the concerned persons for similar works completed. Similar Work shall mean the supply, installation, testing, commissioning of the Hardware's as defined in the Tender Document only.	Valid documentary proof to be provided.

11	The bid should preferably be either an Original Equipment Manufacturer (OEM) or should be Authorized System Integrator Partner having Direct Purchase and Support Agreement with the OEM. In case the Bidder is a System Integration Partner of the Principal Manufacturer, a Certificate from the Principal Manufacturer clearly stating the relationship with the Partner and authorization to the Partner to quote for this specific Bid is to be furnished.	Valid documentary proof to be provided.
12	The Bidder should have been actively engaged in the field and shall have a registered office in Kerala for the last five years.	Attached relevant document (Copy of Rental Agreement or Purchase deed)
13	Detailed Bill of Materials (including make, model number of the product and part number of all components) for all the required components should be mentioned else the bidder will be disqualified.	BOM should be Submitted
14	The bidder/OEM should have presently AMC agreement of minimum Three in Kerala. OEM Service person should be available in Kerala	Copy of work order(s) / Purchase Order/ contract agreement to be attached. Details of the service personnel should be attached along with the bid
15	The specifications are basic essence of the product. It must be ensured that the offers must be strictly as per tendered specifications.	Compliance Matrix with offered specification should be submitted along with the bid. The bidder should submit an unpriced BOM along with Make, Model and Part Number.

**Eligibility criteria for OEM**

SI.No	Requirement	Documents
1	The OEM should have direct presence in India at-least 5 years.	Valid documentary proof to be provided.
2	The OEM must not propose any product whose End of Life or End of Sale date has been announced.	Proof of end of life to be provided for quoted product
3	The OEM must not propose Refurbished products.	Self-Certification/ Declaration duly signed by authorized signatory on company letter head.

4	The quoted items should be the latest product in the market and launched within three years from the date of publishing this Bid and support for 10 years.	Self-Certification/ Declaration duly signed by authorized signatory on company letter head.
5	All the active products must be IPv6 enabled and ready to use from day one.	Self-Certification/ Declaration duly signed by authorized signatory on company letter head.
6	The OEM must not propose any Co-branded equipment. (i.e., Product bearing brand shared with other OEM).	Self-Certification/ Declaration duly signed by authorized signatory on company letter head.
7	The OEM must have 24 x 7 Technical Assistance centre based in India through a toll free number.	Self-Certification/ Declaration duly signed by authorized signatory on company letter head.

#### **Award of Contract**

- a. The Bidder must quote for all the items, mark compliance, provide documentations etc. mentioned under the technical bid of requirement. In-complete Bids will be rejected without any evaluation. The lowest price criteria shall be applied to the total composite amount of all items taken together.
- b. Preliminary scrutiny of the proposal will be made to determine whether they are complete, required bid security have been furnished, whether uploaded signed copy integrity pact, whether the all documents have been properly signed, and whether the bids are generally in order. The SCTIMST will examine all the bid(s) to determine whether the bidder qualifies the essential pre-qualification criteria. All the supporting documents in respect of the above shall have to be submitted duly signed and stamped.
- c. Proposals not conforming to such preliminary requirements will be prima facie rejected. Bids complying with all the eligibility requirements of the Bid document and fulfilling the specifications and requirement mentioned under the requirement of the Bid document should be treated as substantially responsive bids. Responsiveness of the bids shall be determined on the basis of the contents of the bid itself and shall not be determined by extrinsic evidences.
- d. SCTIMST may ask the bidder for presentation of the solution offered, if required. Failure on the part of Bidder to arrange the presentation on the date & place fixed shall result in the rejection of technical bids and financial bids of these tenderer shall not be opened. Also, if it is found after presentation that the solution offered is not meeting the specifications prescribed by, such bids shall be treated as substantially non-responsive. SCTIMST decision shall be final in this regard. The place for presentation shall be conveyed to the bidder at an appropriate date.
- e. Commercial bids of only those bidders will be opened who are found to be substantially responsive and the work shall be awarded to the commercially lowest Bidder.

### **3. Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

## 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.

## 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 or as per user requirement. Cost of consumables shall not be included in CMC. 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 Net 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 option up to 10 years can be chosen for CMC charges beyond warranty period.

7.In case the bid has a provision for CMC, the warranty of the product will also be deemed to have been converted into Comprehensive warranty including preventive maintenance and calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, during the Warranty Period also. Sellers are therefore advised to include the cost of Comprehensive Warranty including spares (excluding consumables) also in product Cost.

8.The CMC functionality shall be available in bid only and no direct RA shall be applicable. In case of bid to R/A 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.

8.1.Buyer shall indicate number of years of warranty by selecting different options available in the field depending on warranty parameter applicable in category parameters for the equipment. No. of years of warranty indicated here shall supersede the warranty period indicated elsewhere in bid or product specifications. 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 1st year after warranty period- Percentage to be indicated- A1
- CMC charges for 2nd year after warranty period- Percentage to be indicated- A2
- CMC charges for 3rd year after warranty period - Percentage to be indicated- A3
- CMC charges for 4th year after warranty period - Percentage to be indicated- A4

CMC charges for 5th year after warranty period – Percentage to be indicated- A5  
 Similarly, A6 to A10 are to be indicated for 6th to 10th year of CMC if applicable.

8.2.The calculation of CMC Charges shall take into account the number of years of warranty and duration of CMC as specified while creating bid.

8.3.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 product warranty

The formula for calculating total cost including CMC charges shall be as under:  
 Total Cost for evaluation=  
 $C + C * \{ (A1/100)/(1.10^n) + (A2/100)/(1.10^{n+1}) + (A3/100)/(1.10^{n+2}) + (A4/100)/(1.10^{n+3}) + (A5/100)/(1.10^{n+4}) \}$  and so on

C – Cost for equipment quoted and n shall be number of years of product warranty specified.  
 If 2 year warranty specified, n shall be 2 and if 5 year warranty specified, n shall be 5. A1,A2, A3, A4 & A5 shall depend on how many years CMC selected. For 3 year CMC, only A1,A2 and A3 factors are to be taken into account and A4 and A5 will not be applicable.

8.4.CMC charges offered for each subsequent year should be same or higher than preceding year.  
 8.5.The CMC charges shall be offered within range of 3 to 10% of cost of equipment.

9.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 excluding the cost of CMC Charges.

10.Performance bank guarantee applicable for CMC is to be submitted at start of the CMC and shall be applicable between 2.5% to 5% as specified in bid on total 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. In case, seller fails to submit the PBG or does not provide services for the CMC contract after expiry of warranty period then PBG of equipment shall be forfeited.

11.In case of splitting of order quantity, equipment cost and CMC charges offered by L1 bidder shall be matched by higher quoting eligible bidders on one-to-one basis.The equipment cost and CMC charges (year to year) shall be matched individually.

12.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.

13.CMC Charges are inclusive of all the charges for Transportation, Lodging, Boarding, all insurances including third party insurance and all other incidental charges. The same shall include GST. The prices also include cost of spares and damaged parts. Purchaser does not have any liability, whatsoever, over and above the cost of CMC. It also includes for arranging hand tools & tackles, special tools etc. required to carry out the work.

[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---**