



## Bid Document/ बिड दस्तावेज़

Bid D	Details/बिड विवरण				
Bid End Date/Time/बिड बंद होने की तारीख/समय	13-11-2023 15:00:00				
Bid Opening Date/Time/बिड खुलने की तारीख/समय	13-11-2023 15:30:00				
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 मात्र	1				
ltem Category/मद केटेगरी	CENTRAL STERILE SUPPLY DEPARTMENT WITH TURN - KEY (Q3)				
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	400 Lakh (s)				
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	700 Lakh (s)				
Years of Past Experience Required for same/similar service/उर्न्ही/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)				
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	Νο				
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	Νο				
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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				

Bid D	etails/बिड विवरण
Past Performance/विगत प्रदर्शन	30 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Comprehensive Maintenance Charges Required	Yes
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	4 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre- registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Required/वित्तीय दस्तावेज की आवश्यकता है।	Yes

## EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	688000

## ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India		
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	10.00		
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है।

एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

### Beneficiary/लाभार्थी :

Director

Thiruvananthapuram, Department of Science and Technology (DST), Sree Chitra Tirunal Institute for Medical Sciences and Technology (SCTIMST), Ministry of Science and Technology, TVM - 11, Kerala (Dr Sanjai Behari)

## Splitting/विभाजन

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

#### MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता Yes

## MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता

1. 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.

Yes

2. 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.

3. 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.

4. 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 .The

buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. <u>OM\_No.1\_4\_2021\_PPD\_dated\_18.05.2023</u> 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.

5. 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. 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. 6. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% 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
01-11-2023 11:00:00	SCTIMST, TVM - 11, Kerala (purchase@SCTIMST.ac.in)

## **CENTRAL STERILE SUPPLY DEPARTMENT WITH TURN - KEY (1 pieces )**

(Minimum 50% and 25% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

## Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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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 specfication

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं. रां. अधिकारी		Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन	
1	Shiju V S	695011,Sree Chitra Tirunal Institute For Medical Science and Technology,Medical College PO, Trivandrum	1	90	

## Buyer added Bid Specific Additional Scope of Work

S.No.क्र.सं Document Title		Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items		
	Drawing		CENTRAL STERILE SUPPLY		
1	View	Drawing	DEPARTMENT WITH TURN - KEY(1)		

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

# 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 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. Service & Support

Availability of Service Centres: 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 center 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.

#### 3. Generic

After award of contract – Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting fabrication. Successful Bidder shall submit Detailed Design Drawings for Buyer's approval, within 10 days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 10 days. Seller shall be required to ensure supply as per approved Drawings with modifications as communicated by Buyer. If there is delay from buyer side in approval of drawing– the delivery period shall be refixed without LD for the period of delay in approval of Drawing.

#### 4. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Director, SCTIMST payable at Thiruvananthapuram Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

#### 5. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

#### 6. Generic

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

#### 7. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

#### 8. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

#### 9. 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. <u>Click here</u> to view the file

#### 10. Warranty

Warranty period of the supplied products shall be 5 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.

#### 11. Generic

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

#### 12. Generic

**Manufacturer Authorization:**Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

#### 13. Generic

#### **OPTIONAL SITE VISIT:**

1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder. Yes

2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.

3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

## 14. Scope of Supply

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)

#### 15. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

The Director, SCTIMST

payable at

Thiruvananthapuram

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

## 16. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

#### The Director, SCTIMST

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

#### 17. Warranty

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

#### 18. Certificates

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

#### 19. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.

2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.

3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

## 20. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

i) The Seller fails to comply with any material term of the Contract.

ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.

iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.

iv) The Seller becomes bankrupt or goes into liquidation.

v) The Seller makes a general assignment for the benefit of creditors.

vi) A receiver is appointed for any substantial property owned by the Seller.

vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

#### 21. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

#### 22. Buyer Added Bid Specific ATC

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

#### 23. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

А	Bidders are advised to quote prices as per technical specification. However detailed breakup of quoted prices should be provided in Price For mat – A uploaded in the prescribed place (Financial Document Required) o n online GeM portal. The prices quoted in the prescribed field on GeM port al will be considered for ranking purpose. Total price quoted in Price Form at – A must match with the price quoted in GeM portal.					
В	<ul> <li>Institute required CAMC for the following listed equipment quoting against the bill of quantity. Cost of all other items should not be considered for CA MC calculation. A line of confirmation on the above should be uploaded al ong with the technical bid.</li> <li>1. Double Door Steam Sterilizer 800 litre or equivalent STU</li> <li>2. Washer Disinfector 350</li> <li>3. Ultrasonic Cleaner (30 litre)</li> </ul>					
С	The Bidders are advised to quote price of Spare parts, Consumables in the <b>attached format "B" and "C"</b> accordingly and uploaded the same in th e prescribed place (Financial Document Required) on online GeM portal. T he equipment should be supported with spares for a minimum period of 1 0 years after successful installation and commissioning." All the spares an d consumables required for the equipment should be made available thro ugh GeM throughout the agreed supporting period".					

D	The Five years warranty sought for is OEM/bidder free warranty without a ny additional cost towards extended warranty to fulfil the tender condition . The charges, if any, claimed by the bidder towards warranty in this regar d and included in the product cost in <b>Price Format -A</b> should be mention ed in the <b>price format D</b> also, and uploaded the same in the prescribed p lace (Financial Document Required). This warranty charges shall not be considered for calculating actual CAMC value to be payable after warranty p eriod. A certificate in this regard stating whether the total cost quoted includes / does not include warranty charges shall be furnished along with the Technical bid in <b>format H</b> . False declaration may lead to rejection of bid. I n the case of agents quoting on behalf of their foreign principal, proforma i nvoice from the OEM (Foreign principal company) indicating the nature of after sale service including warranty condition and commission payable to the Indian agent shall be furnished along with the price bid.
E	As per the Institutes general policy, the maximum CAMC charges after war ranty period will be 5% of the cost of the equipment. However, the bidders can quote CAMC charges in the range of 3 to 10 % of the cost of equipmen t, depending on the nature of equipment to be maintained. The CAMC cha rges shall be quoted in percentage rate in GeM bid and escalation in CAMC charges shall be allowed at maximum 5% of the CAMC charges after every three years of CAMC. This CAMC charges at Net Present Value shall be tak en into account for arriving the lowest responsive bidder. The actual CAMC value to be payable after warranty period shall be separately worked out based on the "Cost of the equipment for CAMC calculation" and shall be fu rnished in " <b>Format -E</b> " and uploaded the same in the prescribed place (Fi nancial Document Required). The year wise rate percentage of CAMC quot ed in the bid for L1 evaluation should be used for calculation the actual CA MC value. The "cost of the equipment for CAMC calculation" shall not inclu de additional warranty cost (if any), cost towards Installation, Commissioni ng and Testing (in addition to the original equipment cost of the OEM), cos t of transportation, including import customs duty, Agency commission, an y specific excluded items from CAMC as per the tender condition and GST i ncluded in the product cost quoted. The cost of the equipment for CAMC c alculation shall be mandatorily furnished in <b>format D</b> .
F	The warranty and CAMC condition as given above should be applicable for the third party item s, if any supplied. The successful bidder shall furnish t he agreement executed in this regard with the third parties as and when c alled for. The genuineness of price quoted for the equipment / accessories are very important and this price shall not be loaded with any other cost. A declaration in this regards shall be furnished along with <b>technical bid i</b> <b>n format H</b>
G	The successful bidder shall enter into CAMC three months prior to the com pletion of warranty period. The CAMC will commence after the date of expi ry of warranty period from the date specified in the work order and as per the terms and conditions issued in this regard, which will be treated as the first year of CAMC. This tender will form part of the CAMC work order.
	Penalty clause:
	1. Delay in Delivery:
	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) incorporate d in the Purchase Order/bid document, the Purchaser shall, without prejudi ce to other rights and remedies available to the Purchaser under the contr act, deduct from the contract price, as liquidated damages, a sum equival ent to 0.5% per week of delay or part thereof on delayed supply of goods,

installation, commissioning and/or services until actual delivery or perfor mance subject to a maximum of 10% of the contract price. Once the maxi mum is reached Purchaser may consider termination of the contract.

If any delay by the supplier in maintaining its contractual obligatio ns towards delivery of goods and performance of services shall render th e supplier liable to any or all of the following sanctions:

- I. Imposition of liquidated damages,
- II. Forfeiture of its Performance Security and
- III. Termination of the Contract for default

#### 2. Performance (during Warranty period)

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Supplier should ensure uninterrupted service delivery of the equip ment or product during the warranty period. In this regard following condit ions also may be noted:

- I. In case of failure of equipment or its components, breakdo wn call has to be attended within 48 hours of intimation.
- II. The defect should be rectified within two days after the call is attended, failing which replacement or standby equipm ent should be provided for uninterrupted services.
- III. In case of non-adherence to clause (I) or (II) above, downti me penalty will be realised a sum equivalent either the rep airing charges met by the Institute to set right the equipm ent or 0.5 percent per day of cost of the equipment, which ever is higher, from the date of report of breakdown by wa y of deductions from SD/Performance Bank Guarantee.
  - IV. The time spent on the repair work will be added to the war ranty period of the equipment.

#### 3. Performance (during CMC/AMC period):

i. Uptime means 95 percent of total days in a year during which the equipment remains functional.

II.	Down	time	means	any	shortage	in	achieving	the
up-tim	ne							

III. Down time penalty will be levied as per following terms and condition:

- In the case of CMC, it shall be the responsibility o f the service provider to set right the equipment and a void down time. Down time penalty will be imposed @ 0.5 percent of contract value per day from the service provider.
- V. In case auxiliary units/components attached to th e main equipment undergoes failure and the main equi pment provides uninterrupted services, down time pen alty will be imposed @ 0.1 percent of contract value p er day per auxiliary unit from the service provider.
- VI. Service provider should ensure rectification of de fect of equipment within a reasonable period in the cas e of Labour Annual Maintenance Contract. In case brea k down is not attended within 48 hours of intimation, d own time penalty will be imposed @ 0.5 percent per d ay of contract value from the service provider.

#### **Qualification criteria**

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- The bidder must be a manufacturer or their authorized agents ha ving a place of business in any state of India are eligible to particip ate in this bid. The bidders should submit "Manufacturer's Authoriz ation Form" for each items quoted and shall be submitted along wi th technical bid, as per the **format F** enclosed in the bid document
- 2. The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or completed sim ilar works to any Central / State Govt. Organization / PSU / Public Li sted Company / Private sector during preceding five financial year s, (i.e current year and Five previous financial years) as on openin g of bid, as per following criteria.
  - a. Single order of at least 30% of estimated bid value (Rs 82,5 0,000/-)

OR

b. Two orders of at least 15% each of estimated bid value (Rs 41,25,000/-)

OR

c. Three orders of at least 10% each of estimated bid value (R s 27,50,000/-)

For fulfilling the experience criteria, any one of the followin g documents may be considered as valid proof for meeting the exp erience criteria:

1. Purchase Order copy (with order value) along with Invoice( s) with self-certification by the bidder that supplies against the inv oices have been executed.

2. Execution certificate by client with order value.

3. Any other document with order value in support of order e xecution like Third Party Inspection release note, etc.

Satisfactory performance certificate issued by respective b uyer organization for the above orders should be uploaded along with technical bid.

Similar works shall mean "Supply, Installation, Testing and Commissioning of Central Sterile Supply Department" as a single c ontract meeting major technical parameters of the bid.

3. Minimum Average Annual Turnover of the bidder (For 3 Years) 400 Lakh The minimum average annual financial turnover of the bidder during the last three years, ending on 31<sup>st</sup> March of the previous fi nancial year, should be as indicated above in the bid document. Do cumentary evidence in the form of certified Audited Balance Sheet s of relevant periods or a certificate from the Chartered Accountant /Cost Accountant indicating the turnover details for the relevant pe riod shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average tur nover in respect of the completed financial years after the date of c onstitution shall be taken into account for this criteria.

	<ul> <li>4. OEM Average Turnover (Last 3 Years) 700 Lakh (s) The minimum a verage annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous fi nancial year, should be as indicated in the bid document. Documen tary evidence in the form of certified Audited Balance Sheets of rel evant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period s hall be uploaded with the bid. In case the date of constitution / inc orporation 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.</li> <li>5. MII declaration should be furnished in the attached format along wi th bid document "Format G".</li> </ul>
	Integrity Pact Agreement will form part and parcel of this tender. It is man datory to enclose the Integrity Pact Agreement along with the techno-com mercial bid. Independent External Monitors:
J	1. Shri.Prahlad Kumar Sinha, IP & TAFS (Rtd.) Ph.No.09423677066 Dpek ay66@gmail.com.
	2. Dr.Ved Prakash, ITS (Rtd). Ph: 9810546996, <u>ved60prakash@gmail.co</u> <u>m</u>
	Restrictions under Rule 144 (xi) of GFR 2017 - Any bidder from a country which shares a land border with India will be eligible to bid in this tender o nly if the bidder is registered with the Competent Authority (i.e Registratio n Committee constituted by Department for Promotion of Industry and Inte rnal Trade (DPIIT)). The bidder should furnish a declaration to this effect al ong with bid documents as shown below.
К	"I have read the clause regarding restrictions on procurement f rom a bidder of a country which shares a land border with India; I certi fy that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority, I hereby certify tha t this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Co mpetent Authority shall be attached]"
L	SCTIMST reserves the right to ask for a free demonstration of the quoted e quipment/ items after giving reasonable time to the bidder at a pre-deter mined place acceptable to the purchaser or at a site (in case of non-portab le and heavy equipment) for evaluating the technical compatibility as per t he bidding document specifications, professionalism and quality of work of the bidder for technically qualifying for opening the Price Bid. SCTIMST res erves the right to accept/ reject the bid based on the product/ site evaluati on as stated above.

	<ul> <li>A. 70 % payment against equipment delivery</li> <li>B. 30 % against successful installation &amp; commissioning of the equipment</li> <li>nt</li> </ul>
М	<ul> <li>Documents required for the release of 70 % payment mentioned below.</li> <li>Original Invoice (4 copies)</li> <li>Airway Bill / Bill of Lading / Lorry Receipt</li> <li>Insurance Certificate</li> <li>Certificate of origin issued by supplier or by Chamber of Commerce</li> <li>Manufacturer's Guarantee and Inspection Certificate</li> <li>Inspection certificate issued by the Purchaser's Inspector / third party inspection certificate</li> <li>Balance 30% payment would be made against "Installation and Acceptance Certificate" of goods to be issued by the concerned authority subject to recoveries, if any, either on account of non-rectification of defects / deficiencies not attended by the Supplier or otherwise. "Installation and Acceptance Certificate" need to be issued by the concerned authority after installation, commissioning, testing and successful trial run.</li> </ul>
N	Supply, Installation Testing & commissioning to be completed within 180 d ays from the date of issuance of GeM contract.
0	List of formats to be attached along with technical bid/price bid. Technical Bid - Format F, G and H Price bid - Format A, B, C, D and E
Ρ	Wherever, the word "Double Door Steam Sterilizer 800 litre or Equivalent 12 STU" shall be read as "Double Door Steam Sterilizer 800 litre or Equival ent STU"

# 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.

# **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 includingCMC 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 be2 and if 5 year warranty specified, n shall be 5. A1,A2, A3, A4& A5shall depend on how many years CMC selected. For3 yearCMC, 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 10% 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/ 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 हम 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 कान्टून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---