

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	18-02-2026 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	18-02-2026 13:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Science And Technology
विभाग का नाम/Department Name	Department Of Science And Technology (dst)
संगठन का नाम/Organisation Name	Sree Chitra Tirunal Institute For Medical Sciences And Technology (sctimst)
कार्यालय का नाम/Office Name	Thiruvananthapuram
कुल मात्रा/Total Quantity	36960
वस्तु श्रेणी /Item Category	HGCYLR0129 , HGCYLR0130 , HGCYLR0131 , HGCYLR0132 , HGCYLR0133
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Medical Gas
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Oxygen Gas Regulators (Version 2), Foot Operated Pedal Bin or Bucket for Bio - Medical Waste Collection, Medical Oxygen Gas Cylinders - Steel (Normalized) (V2), Refrigerant Gas, Calibration Gas, Gas Ejector, Books (V2), Gas Analyser, Gas burners, Gas Chromatography
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> <li>Oxygen Gas Regulators (Version 2)</li> </ul>
बीओक्यू शीर्षक /BOQ Title	Parellel Rate Contract for Supply of Medical Gas
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes   Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes   Complete

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Certificate (Requested in ATC),OEM Authorization Certificate *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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	HGCYLR0129
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
अनुमानित बिड मूल्य /Estimated Bid Value	5593800
मूल्यांकन पद्धति/Evaluation Method	Item wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
Schedule 1 ईएमडी राशि/EMD Amount (In INR)	135000
Schedule 2 ईएमडी राशि/EMD Amount (In INR)	675

Schedule 3 ईएमडी राशि/EMD Amount (In INR)	200
Schedule 4 ईएमडी राशि/EMD Amount (In INR)	800
Schedule 5 ईएमडी राशि/EMD Amount (In INR)	3300

#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कैटेगरी 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।/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). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

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

#### लाभार्थी /Beneficiary :

Director, SCTIMST

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

**UIN Number NCTGC2415P**

#### विभाजन/Splitting

विभाजन/Splitting Applied	Yes
बोलीदाताओं की अधिकतम संख्या, जिनके बीच ऑर्डर विभाजित किया जा सकता है। / Maximum No. Of Bidders Amongst Which Order May Be Split	3
विभाजन मानदंड इस बात पर आधारित है कि कौन सी क्वांटिटी को वितरित किया जाएगा / Split Criteria based on which quantity will be distributed	The allocation shall be made in the ratio of 50:30:20 between L1, L2, and L3 suppliers respectively, in accordance with the prevailing norms of the GeM.

#### एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

#### एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as

indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC 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.

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 .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.

7. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

8. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

9. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

#### Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
31-01-2026 12:00:00	SCTIMST, Confrance Room OMS, 2nd Floor

**मूल्यांकन विधि(मदवार मूल्यांकन विधि) / Evaluation Method ( Item Wise Evaluation Method )**

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

मूल्यांकन अनुसूचियां / <b>Evaluation Schedules</b>	अनुमानित मूल्य / <b>Estimated Value</b>	वस्तु/श्रेणी / <b>Item/Category</b>	मात्रा / <b>Quantity</b>
Schedule 1	5400000	Hgcylr0129	36000
Schedule 2	27000	Hgcylr0130	600
Schedule 3	4800	Hgcylr0131	120
Schedule 4	30000	Hgcylr0132	120
Schedule 5	132000	Hgcylr0133	120

**HGCYLR0129**

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

**तकनीकी विशिष्टियाँ /Technical Specifications**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**परिषेती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity**

क्र.सं./S.No.	परिषेती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Shiju V S	695011,Sree Chitra Tirunal Institute For Medical Science and Technology,Medical College PO, Trivandrum	36000	365

**HGCYLR0130**

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

**तकनीकी विशिष्टियाँ /Technical Specifications**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Shiju V S	695011,Sree Chitra Tirunal Institute For Medical Science and Technology,Medical College PO, Trivandrum	600	365

**HGCYLR0131**

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

**तकनीकी विशिष्टियाँ /Technical Specifications**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Shiju V S	695011,Sree Chitra Tirunal Institute For Medical Science and Technology,Medical College PO, Trivandrum	120	365

**HGCYLR0132**

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

**तकनीकी विशिष्टियाँ /Technical Specifications**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Shiju V S	695011,Sree Chitra Tirunal Institute For Medical Science and Technology,Medical College PO, Trivandrum	120	365

**HGCYLR0133**

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

**तकनीकी विशिष्टियाँ /Technical Specifications**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Shiju V S	695011,Sree Chitra Tirunal Institute For Medical Science and Technology,Medical College PO, Trivandrum	120	365

**क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions**



## 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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

## 2. **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.

## 3. **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.

## 4. **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 %.

## 5. **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.

## 6. **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.

## 7. **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.

## 8. **Rate Contract**

Bidder's offer is liable to be rejected if they dont upload any of the certificates / documents sought in the

Bid document, ATC and Corrigendum if any.

## 9. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

### **TERMS AND CONDITIONS OF PARALLEL RATE CONTRACT**

1. The bidder is required to provide valid documentation to establish their status as a Manufacturer, accredited agent, or authorized distributor, which must be submitted alongside the technical bid. The Manufacturer's name and the country of origin of the materials offered must be explicitly specified in the Manufacturer's Authorization Form. Additionally, the Manufacturer's Authorization Form must remain valid for a minimum period of one year from the date of issuance. **Format for MAF is enclosed in Buyer Added Bid Specific ATC (Format A).**
2. Only Manufacturers, their accredited agents, or authorized distributors are eligible to participate in the tender. Additionally, they must maintain a functional office within Kerala state. Supporting documentary evidence of the functional office should be submitted along with the quotation. **Offers lacking this documentation will be summarily rejected without further communication.**

### **3. Eligibility Criteria**

- The bidder must have an ongoing (running) contract for the supply of medical gas cylinders with **at least five (5) hospitals located in Kerala State**, of which a minimum of **two (2) hospitals shall be in Thiruvananthapuram District**.
- The bidder shall provide a **performance certificate from each of the hospitals mentioned**, validating satisfactory performance and continuity of service.
- Failure to meet the above requirements shall result in **disqualification from the tender process**.
- To substantiate the eligibility criteria, the bidder shall submit documentary evidence along with the bid submission. Failure to provide such evidence shall render the bidder non-responsive, and the bid shall be rejected accordingly.

### **4. Qualification Criteria**

- As per the guidelines of the **Central Vigilance Commission (CVC)**, the bidder must satisfy one of the following conditions:
  - a) One Similar Completed work costing no less than the amount equal to 80% of the estimated cost or
  - b) Two Similar Completed work costing no less than the amount equal to 50% of the estimated cost or
  - c) Three Similar Completed work costing no less than the amount equal to 40% of the estimated cost or
  - d) Four Similar Completed work costing no less than the amount equal to 30% of the estimated cost or
- For the purpose of qualification, **similar work shall be defined as the supply of "Medical Gas"**.
- To substantiate the qualification criteria, the bidder shall submit documentary evidence along with the bid submission. Failure to provide such evidence shall render the bidder non-responsive, and the bid shall be rejected accordingly.

5. The bidder shall have an established and fully operational gas filling station located within Thiruvananthapuram District. **Documentary evidence supporting this requirement shall be submitted along with**

**th the bid. Failure to provide such evidence shall render the bidder non-responsive, and the bid shall be rejected accordingly.**

6. The estimated requirements mentioned in the tender are speculative and subject to significant variation based various reasons. It is not feasible for the institute to determine exact quantities during the contract period. Accordingly, the institute does not commit to the usage of items at any stage of the contract period

7. Although the contract specifies a delivery timeline of **1 to 365 days**, the successful bidder shall be **obligated to manage and adjust supply strictly in accordance with the Institute's requirements.**

- **Unauthorized Supply:** Items supplied without prior consent from the concerned department shall be **rejected outright**, and payment for such items shall **not be processed under any circumstances.**
- **Supply Arrangement:** After awarding the GeM contract, the Institute shall intimate the successful bidder(s) regarding the **number of cylinders to be supplied, frequency of supply, and other related requirements.**
- **Mandatory Declaration: A declaration confirming acceptance of this commitment must be uploaded along with the technical bid (Format B). Failure to submit the declaration shall result in rejection of the offer with**

8. The loading and unloading charges of the cylinders at the premises of SCTIMST shall be arranged and borne by the Institute. However, all transportation costs, as well as loading and unloading charges at the premises of the successful bidders, shall remain the responsibility of the suppliers. The Institute shall not assume any liability in this regard.

9. The supplier shall ensure that an adequate number of cylinders are continuously supplied to the Institute without any rental charges. Periodic hydraulic testing, painting, repairs, and replacement of valves, spindles, caps, and other spares shall be carried out by the supplier at no additional cost. In the event that the cylinders are found not to be maintained in accordance with the above requirements, the competent authority of the Institute reserves the right to instruct the supplier to undertake the necessary work. The successful bidder shall carry out such work free of cost.

10. The cylinders shall be painted with distinctive identification marks to ensure easy recognition of their ownership. In the absence of such identification marks, the Institute shall not assume any responsibility for wrong dispatch or collection of cylinders by different suppliers.

11. The successful bidder(s) shall **maintain a buffer stock** of:

- **100 filled Oxygen D-Type cylinders, and**
- **10 filled Oxygen B-Type cylinders**

at all times, to meet any **unexpected requirements**. This measure is to ensure that **patient care is not interrupted under any circumstances**, including during shift changes, due to the non-availability of medical gas.

In the event of such requirements, the Institute shall contact the supplier(s), and the successful bidder(s) shall ensure **prompt and immediate supply without any additional charges or delay.**

**A declaration to this effect (Format - C) shall be uploaded along with the technical bid. Failure to submit the declaration shall result in rejection of the bid without any further communication.**

12. The quality of the medical gas supplied shall **strictly conform to the prescribed standards**. Supply of **inferior or non-compliant gas** shall result in **cancellation of the contract** and **forfeiture of the security deposit** furnished by the supplier. The successful bidder shall have **no claim whatsoever** on the forfeited security deposit. Any losses sustained by the Institute due to breach of contract, or arising from **alternate purchases made during periods of non-supply or interrupted supply of gas**, shall be recovered from the supplier, as deemed appropriate by the Institute, either from the **security deposit** or from **subsequent supply bills**.

13. Payment for supplies shall be made on the basis of the invoice submitted, subject to the subsequent recommendations of the DCE and the Main Store. Payments shall be effected only through online transfer, in accordance with the norms of the Institute, within 30 days of receipt and acceptance of the items at the SCTIMST Store and after completion of all necessary approval stages as per the Institute's procedures. The successful bidder(s) shall register their details in the SCTIMST vendor portal and complete all registration formalities upon receipt of the GeM contract. Notwithstanding that the supply has been made, payment shall be released only after completion of all mandatory vendor registration formalities in the SCTIMST portal.

14. The supply shall be strictly regulated between **9:00 AM and 4:00 PM**, unless otherwise instructed by the Institute. The successful bidder(s) shall arrange to supply the items at any time deemed suitable by the Institute. The supply shall not be interrupted or affected under any circumstances, including holidays, strikes, or other contingencies. In the event that the supplier is unable to provide the agreed daily quantity of cylinders, it shall be the sole responsibility of the supplier to arrange the required supply from alternate sources, without any disruption to patient care and without imposing any additional cost on the Institute. In such an event, all stipulated **quality norms and supply regulations** shall be strictly complied with.

15. Bulk D-Type and B-Type cylinder shall be high pressure seamless cylinder for medical oxygen gas. Cylinders are to be ISI marked confirming to IS:7285 part 2 or latest certified by the Bureau of Indian Standards (BIS) and approved by the chief controller of Explosive (CCOE) Govt. of India. Cylinder shall be made from manganese steel.

16. Fitted with bull nose type valve as per IS: 3224 and neck cap. Valve made of brass and chrome plated.

17. The filled cylinder pressure shall be **150 Kg/cm<sup>2</sup> at 15°C** and the hydraulic test pressure shall be **250 Kg/cm<sup>2</sup> at 15°C**. The colour coding of cylinders shall conform to **IS 3933 or the latest applicable standard**. All cylinders shall be filled with **medical grade gases**, strictly as per the requirements specified by the Institute.

18. A valid Cylinder Test Certificate, indicating the **date of cylinder filling, date of expiry, and date of pressure testing**, shall be provided with each cylinder. SCTIMST reserves the right to verify the cylinder pressure at the time of unloading at its premises before accepting the goods. If any deficiency is detected in accordance with the prevailing rules governing medical gas, the entire consignment shall be replaced by the supplier at no additional cost, ensuring that patient care remains uninterrupted at all times.

19. In case of critical or urgent delivery requirements, the Institute reserves the right to engage more than one source of supply. The Institute may enter into a **rate contract, parallel rate contracts, or split contracts** with one or more parties, or place **ad hoc contracts** simultaneously or at any time during the currency of the contract, with one or more suppliers. Where contracts are split, the allocation shall be made in the ratio of **50:30:20** between **L1, L2, and L3 suppliers** respectively, in accordance with the prevailing norms of the GeM.

20. The contract shall remain in effect for the purpose of delivering all items ordered during its term until every delivery is completed. The Institute reserves the right to request staggered supply during the contract period. The successful bidder must maintain an adequate buffer stock of the contracted items at their office in Thiruvananthapuram District to ensure that patient care services are not disrupted due to item shortages.

21. In case the supplier defaults in the due supply of all or any of the articles correctly and promptly, SCTIMST is at liberty to procure the same from elsewhere without cancelling the contract as a whole. If higher c

ost than the agreed rate is incurred by SCTIMST in such procurements, the excess cost may be deducted from the supplier bill or adjusted or otherwise realized from security deposit or recovered from by other means.

22. The successful bidder shall not assign or make over in part or wholly, the contract or the benefits or burden thereof. The supplier shall not underlet or sublet the execution of the contract or any part thereof. SCTIMST will have absolute power to refuse such consent or rescind the consent at any time. The supplier shall not be relieved from his/ her obligation, duty or responsibility under this contract, even if consent to let or sublet is given by SCTIMST.

23. If at any time during the course of the contract, it is found that any information furnished by the supplier to SCTIMST, either in this tender or otherwise, is false, SCTIMST may put an end to the contract wholly or in part and it shall be lawful for SCTIMST to forfeit the amount deposited by the supplier as security deposit and cancel the contract. It shall be lawful for SCTIMST to set off any loss or expense, cost or damages, sustained or incurred due to the cancellation of the contract from and out of the money for the time being payable or due to the supplier.

24. The rate offered by the bidder must be equal to or lower than the rate offered by any Central or State Government Organization, PSU, or Public Listed Company in Kerala State. The bidder is required to submit an affidavit confirming compliance with this condition along with the technical bid; failure to do so will result in the offer being rejected without further communication. **The affidavit format (Format - D) is provided in the Buyer Added Bid Specific ATC.**

25. 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 only if the bidder is registered with the Competent Authority (i.e. Registration Committee constituted by Department for Promotion of Industry and Internal Trade (DPIIT)). **The bidder should furnish a declaration to this effect along with bid documents as per "Format - E", otherwise the offer shall be rejected without further communication.**

26. The Price charged for the items under the reference by the supplier shall in no event exceed the lowest price at which the supplier sells the item of identical description to any other person/organization/institution during the period of the contract. If any time, during the said period the supplier reduce the said prices of such item or sales such item to any other person /organization /institution at price lower than the chargeable, supplier shall forthwith notify such reduction or sale to the Director, SCTIMST and the price payable for the item supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced. **The bidder should furnish a declaration to this effect along with bid documents as per "Format - F", otherwise the offer shall be rejected without further communication.**

26. Penalty clause:

**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) 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, 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 c

ontract.

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:

- i. Imposition of liquidated damages,
- ii. Forfeiture of its Performance Security and
- iii. Termination of the Contract for default

#### 10. Buyer Added Bid Specific ATC

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

### अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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.

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।/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.

**---धन्यवाद/Thank You---**